



**DECLARATION TO ESTABLISH FIFTY FIVE STORAGE CONDOS,**

**COMMONLY KNOWN AS EAGLE STORAGE CONDOS**

**RECITALS:**

BOARDMAN 55, LLC, an Idaho Limited Liability Company, hereinafter referred to as “Declarant,” holds title in fee simple to land and buildings situate in Ada County, Idaho, legally described on Schedule “A” attached hereto, and by reference made a part hereof, including all improvements, appurtenances and other attributes attaching to said buildings and land, which land shall constitute the entirety of the surface of the ground within the Project, all hereinafter collectively referred to as “Real Property,” and hereby makes the following declarations:

A. Declarant hereby submits said Real Property, including all easements, rights and appurtenances thereunto belonging, and all buildings and improvements erected or to be erected thereupon, to the provisions of the Idaho Condominium Property Act, Idaho Code § 55-1501, et seq., as the same may from time to time be amended, hereinafter referred to as the “Act.”

B. Concurrent with filing of this Declaration, Declarant shall file a Condominium Plat of the Real Property, known officially as the Condominium Plat of FIFTY FIVE STORAGE CONDOS, hereinafter the “Condominium Plat.” This Condominium Plat shall be filed of record with the Office of the Ada County Recorder, State of Idaho, and shall show, inter alia, the legal description of each “Unit” in the Project, hereinafter referred to as the “Condominium.”

C. Notwithstanding the fact that the Condominium Plat is officially known as FIFTY FIVE STORAGE CONDOS, the Project is, and shall continue to be, known informally as “Eagle Storage Condos.” Further, and in addition to the Condominium Plat legal description of each “Unit,” Declarant has also elected to identify each “Unit” located in each Building in the Project, in a manner that is set out in Schedule “B” attached hereto and incorporated by reference.

**THEREFORE:**

Pursuant to the Act and other laws of the State of Idaho, and for the purpose of submitting the Condominium to the provisions of the foregoing, the Declarant, being the sole owner of the Real Property, makes the following declaration: It is agreed by acceptance of any form of conveyance, deed, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges for use or enjoyment, respecting the Real Property and/or any Unit thereof, as defined herein, in the Condominium created by this Declaration, that this Declaration, in conjunction with the final recorded Condominium Plat referred to in this Declaration, sets forth covenants, conditions, restrictions and reservations affecting a common plan for the Condominium mutually beneficial to

the described Units, and that the covenants, conditions, restrictions and reservations are binding upon the Real Property and upon the Condominium as a parcel of Realty, and its use, and are also binding upon the Unit Owners or possessors of such described Units, and upon their respective heirs, personal representatives, successors and assigns, through all successive transfers of all or any part of the Real Property or all or any portion of the Condominium or any security interest within same, without requirement for further specific reference or inclusion in deeds, contract or security instruments, and regardless of any subsequent forfeiture, foreclosure or sales of the Condominium or any Units therein.

## ARTICLE I Definitions

Certain terms as used in this Declaration shall be defined pursuant to the Act and are more particularly defined as follows, unless the context clearly indicates a different meaning:

1. “**Act**” shall mean the Idaho Condominium Property Act, Title 55, Chapter 15 of the Idaho Code, as amended from time to time.

2. “**Allocated Interests**” shall mean the undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit.

3. “**Assessment**” shall mean all sums chargeable by the Association against a Unit, including, without limitation: (a) regular and special assessments for Common Expenses, charges and fines imposed by the Association; (b) interest and late charges on a delinquent account; and (c) cost of collection, including reasonable attorney’s fees, incurred by the Association in connection with the collection of a delinquent Owner’s account.

4. “**Association**” or “**Unit Owners Association**” shall mean the Association of the Owners of the Units, organized as an Idaho general business corporation, acting pursuant to this Declaration, Articles of Incorporation, Bylaws, and Idaho’s Business Corporation Act. The corporate Association shall be named “Eagle Storage Condos Owners, Inc.”

5. “**Board of Directors**” and “**Board**” shall mean the group of individuals appointed by Declarant or elected by the Association, who shall govern the Association and manage and administer the Condominium in accordance with this Declaration, the Bylaws and the Act.

6. “**Bylaws**” shall mean the Bylaws of the Association as initially adopted by the Declarant and as amended from time to time by the Association in accordance with this Declaration, the Bylaws and the Act.

7. “**Common Elements**” shall mean all portions of the Condominium other than the Units, specifically as provided in Article V and as limited by Article VI of this Declaration.

8. **“Common Expenses”** shall mean the expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

9. **“Common Expense Liability”** shall mean the liability for Common Expenses allocated to each Unit pursuant to Article XII.

10. **“Condominium”** shall mean the Real Property, portions of which are designated for separate ownership (“Units”), and the remainder of which is designated for common ownership solely by the Owners, all of which is submitted to the provisions of the Act by this Declaration, including any future Units added to the Condominium as provided in Article II of this Declaration.

11. **“Condominium Plat”** shall mean the Plat of FIFTY FIVE STORAGE CONDOS for the Real Property as recorded in the Official Records of Ada County, Idaho, including any amendments or supplements. The Plat shall also include the entirety of the land description on Schedule “A” and any set of plans for buildings that have been submitted to and approved by Ada County, Idaho.

12. **“Conveyance”** shall mean any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security purposes.

13. **“Declarant”** shall mean BOARDMAN 55, LLC; an Idaho Limited Liability Company, or any successor or assignee thereof.

14. **“Declarant Control”** shall mean the right of the Declarant, or persons designated by the Declarant, to appoint and to remove officers and members of the Board of Directors pursuant to Article XI.

15. **“Declaration”** shall mean this instrument by which the land and buildings described on Schedule “A,” including Owner improvements, are established as a Condominium under the Act, including any amendments hereto.

16. **“Development Rights”** shall mean any right or combination of rights hereinafter reserved by the Declarant to: (a) add real property or improvements to the Condominium; (b) create Units, Common Elements and/or Limited Common Elements within the Real Property or within real property added to the Condominium; and (c) divide Units or convert Units into Common Elements.

17. **“Dispose” or “Disposition”** shall mean a voluntary transfer or conveyance to a purchaser of any legal or equitable interest in a Unit, but does not include a transfer or release of a security interest.

18. “**Foreclosure**” shall mean a forfeiture or judicial or nonjudicial foreclosure of a real estate contract, mortgage or deed of trust, and shall include a deed given in lieu of a foreclosure.

19. “**Limited Common Elements**” shall mean those portions of the Common Elements which are allocated by Article VI hereof for the use of one or more Units, but fewer than all of the Units, to the exclusion of the remaining Units.

20. “**Mortgage**” shall mean a recorded mortgage or deed of trust creating a lien against a Unit and shall also mean the vendor’s interest in any and all real estate contracts for the sale of a Unit.

21. “**Mortgagee**” shall mean a bank, savings and loan association, a mortgage company or other entity chartered under federal or state laws and authorized to invest or loan money secured by an interest in real property, or any such federal or state entity or agency, or any other person or entity, holding a mortgage, deed of trust or vendor's interest in a real estate contract affecting the title to a Unit.

22. “**Mortgagee of the Condominium**” shall mean the holder of a mortgage or deed of trust with respect to the Real Property which this Declaration affects, which mortgage or deed of trust was recorded prior to or contemporaneous with the recordation of this Declaration. The term “Mortgagee of the Condominium” does not include Mortgagee of a Unit, unless the context otherwise requires.

23. “**Mortgagee of a Unit**” shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and shall also mean the vendor, or the designee of the vendor, under any and all real estate contracts for the sale of a Unit. Unless otherwise required by the context, where used in this Declaration, the term “Mortgagee of a Unit” includes the “Mortgagee of the Condominium.”

24. “**Person**” shall mean a natural person, corporation, limited liability company, partnership, limited partnership, trust, governmental subdivision or agency or any other legal entity, including but not limited to joint tenancies or tenancies in common.

25. “**Project**” shall mean that definition as is given by I.C. § 55-1503(b).

26. “**Purchaser**” shall mean any person, other than the Declarant, who by means of a Conveyance acquires a legal or equitable interest in a Unit.

27. “**Real Property**” shall mean the land, the buildings and all improvements and structures now or hereafter placed on the land described in Schedule “A” of this Declaration, and all easements, rights and appurtenances belonging to same, all of which is held by Declarant in fee simple as of the date hereof.

28. “**Record**” shall mean to file for record with the office of the Ada County Recorder, located in Boise, Idaho, and/or such other place as this Declaration and the Condominium Plat are required to be filed.

29. “**Special Declarant Rights**” shall mean rights reserved for the benefit of the Declarant to: (a) complete improvements indicated on the Condominium Plat filed with this Declaration; (b) exercise any Development Rights as defined in this Declaration or by any amendment to the Declaration; (c) maintain sales offices, management offices, signs advertising Units in the Condominium for sale and model units; (d) use easements through the Common Elements for the purpose of making improvements within the Condominium, including those additions to the Condominium as may be constructed, as specified under Article XVIII; and (e) appoint or remove any officer of the Association or any member of the Board of Directors during the period of Declarant control, as specified in Article XI.

30. “**Storage Purposes**” shall mean use of any Unit for the storage of any item of personal property, as personal property is defined in accordance with the laws of the State of Idaho, whether the same be held for personal or business use, as more fully described and limited in Article VIII.

31. “**Unit**” shall mean a portion of the Condominium Plat designated for separate ownership by deed or other lawfully appropriate instrument of conveyance, and which is further identified by Schedule “B,” the boundaries of which are described in Article IV, each of which is also identified in the Condominium Plat. A Unit shall not include the subsurface rights under the Unit, nor the airspace rights over and above the Unit.

32. “**Unit Owner**” shall mean any person, including the Declarant, individually or collectively, who owns a Unit or who holds a vendee's interest under any real estate contract of purchase of a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation.

## ARTICLE II Special Declarant Rights

A. Description of Buildings and Project. This Project is for storage facilities, and the condominium buildings and Units shall be set on the Real Property in compliance with this Declaration, and the Condominium Plat, and in accordance with the laws and ordinances of the State of Idaho, Ada County and the City of Eagle.

1. Land Described. The land on which the Units and Common Elements of the Condominium are located is described in Schedule “A.” The land shall be subject to the following easements, rights of way, encumbrances and matters of record:

(a) Easements, reservations, restrictions and dedications as shown on the Plat, including but not limited to specific easements, restrictions and dedications made to the City of Eagle, Idaho.

(b) Those certain Utility Easements in favor of, and including but not limited, Idaho Power, Cable One, Qwest, City of Eagle, Eagle Water, Eagle Sewer District, City of Boise, Ada County Highway District, and Intermountain Gas.

2. Improvements. This Declaration, in combination with the Condominium Plat, identifies the Units and Common Elements which are submitted to the provisions of the Act as of the recording of this Declaration and the Condominium Plat. These improvements and the Real Property are referred to for purposes of this Article and hereinafter in this Declaration as Improvements. There are one hundred thirty nine (139) total Units, as more fully identified in the Condominium Plat and by this Declaration.

3. Total Density. All of the real property identified in Schedule "A" is permitted to be developed to a total density of one hundred thirty nine (139) Units. It is the intention of the Declarant to proceed with such subsequent development of all of the real property identified within the boundaries of the real property described in Schedule "A." It is specifically intended by the Declarant to construct all of the one hundred thirty nine (139) Units permitted to be constructed upon the real property identified in Schedule "A" and to add all of such Units together as part of this Condominium; provided, however, that Declarant shall not be deemed to be obligated to so do, and, therefore, such subsequent Improvements need not be built.

4. Completion of Improvements. To the extent that any improvements within the Condominium, as described on the Condominium Plat recorded in conjunction herewith, are not completed upon the recording hereof and thereof, the Declarant reserves the right to complete the construction of such incomplete improvements subsequent to the date of recording, for the benefit of the Declarant, the Association and for the benefit of the Condominium as a whole.

5. Sales and Management Office, Model Unit and Signage. Declarant reserves the right to maintain a sales office in a trailer or portable office situated within the Condominium or until the office in Building 1 is completed, and thereafter within the office in Building 1, until such time as the Declarant no longer owns any Unit within the Condominium. Declarant reserves the right to maintain and use certain Units as models for show and demonstration to assist Declarant with its marketing purposes, until all Units currently owned by the Declarant in the Condominium are sold. Further, the Declarant reserves the right to place signage within the Common Elements of the Condominium, advertising Units owned by Declarant for sale, until all Units currently owned by the Declarant in the Condominium are sold. Finally, the Declarant reserves the right, but not the obligation, to use the office to be constructed and completed in Building 1 for purposes of management of the Condominium until such time as Declarant no longer owns any Unit within the Condominium, and without any obligation for rent or lease payment to the Owners or the Association.

6. Reservation of Easements. Pursuant to the provisions of Article XVIII hereof, Declarant hereby reserves unto itself easements through the Common Elements and through the portion of the real property described in Schedule "A" hereto for the purpose of

completing all improvements within the Condominium in accordance with paragraph 2 of this Section A of this Article II.

ARTICLE III  
Description of Buildings

There shall be nine (9) buildings situated within the Condominium. Buildings 2, 3, 4, 6, 7, 8, shall be constructed with steel framing, steel exterior walls and roofs, electronically or manually controlled steel doors and concrete floors. Buildings 1 and 9 shall be constructed with steel framing, steel roofs, electronically or manually controlled steel doors and concrete floors. The exterior walls of buildings 1 and 9 shall have a combination of both steel and an exterior finish constructed with a concrete stucco and brick like material covering on the North and South ends of the buildings. Building 1 shall have a concrete stucco and brick like material exterior finish on the East wall and Building 9 shall have a concrete stucco and brick like material exterior finish on the West wall.

ARTICLE IV  
Description of Units, Location, Area and Size

A. General Description. There shall be one hundred thirty nine (139) Units comprising this Condominium. Each of the Units is of the size, expressed in square footage, and composition as identified in Schedule "B" hereto and on the Condominium Plat. The expression of square footage of each Unit on Schedule "B" may not be precise or exact, and should be considered an approximate expression. The exact square footage of each Unit, as compared to the expression of square footage identified on Schedule "B," shall not be used as a basis to dispute the validity of a deed, Conveyance or Mortgage otherwise lawfully granted, nor shall it be used to re-define the boundaries of the "Unit" as described below, nor shall it be used as a basis to dispute any assessment. Each Unit is identified by a number, with the exact location of each shown on the Condominium Plat recorded in conjunction herewith. Each Unit has in-common vehicular and pedestrian access through the Condominium and by collector roads that access directly on to Horseshoe Bend Road.

B. Unit Boundaries. Included within the boundary of each Unit shall be the airspace and all other fixtures and improvements lying within and to inside of the doors, the steel studs and gypsum wall board that comprise the walls, and further lying above the concrete floor and beneath the structural portions of the ceiling. As such, the airspace volume of the boundary of each Unit shall be measured from the "paint" of the walls to the structural portions of ceilings to the top of the floor. Accordingly, a Unit shall not include the gypsum wallboard nor any other materials constituting any part of the interior walls (except the paint), floors and ceilings; which elements shall be a part of the Common Elements. Each Unit shall also include the exterior bollards located at or near each Owner's Unit.

ARTICLE V  
Common Elements

The Common Elements of the Condominium consist of the following:

1. The land described in Schedule "A" hereto, which has been included in this Condominium by this Declaration.
2. The foundations, columns, girders, studding, the gypsum board on the walls, joists, beams, supports, floors, and all other structural parts of the buildings to the boundaries of each Unit as the boundaries are defined herein, and any replacements thereto.
3. The entirety of systems for central utility services such as electric power, water, heating, telephone, cable and security, including all lines, pipes, cables, conduit and accessories, but excluding heating units contained within the boundary of a Unit, including lighting fixtures and light bulbs to light a Unit. Irrespective of the designation of these central utility services as Common Elements of the Condominium, Declarant and/or the Association have not agreed to provide any central utility services (other than electrical power) and shall not be obligated to provide or assure delivery or maintenance of any service utility. There is a common trash collection bin that shall be provided for by the Declarant or by the Association, and each Unit Owner shall be solely responsible for his or its trash removal.
4. The tanks, pumps, motors, fans, compressors, ducts, if any, and, in general, all apparatus and installations existing for common use.
5. The office and associated common restroom facilities are contained within Building No. 1.
6. An RV dump. The RV dump shall be located at the North end of Building 4 (or at such other location as Declarant may select) and shall include bollards to protect the RV dump, which bollards shall also be a Common Element which shall be maintained by the Association. (A "bollard" is a post anchored in the ground to limit the direction of a motor vehicle and/or to protect a Unit or other structure from collision damage by a motor vehicle.) However, the bollards at or near each Owner's Unit shall be a part of the Owner's Unit, and those bollards shall be maintained solely by each respective Unit Owner, except that the Association shall paint the bollards located at or near each Unit not less often than once each year as a Common Expense.
7. The areas which surround and provide access to the buildings, including all fencing and all paved or landscaped areas, to the extent the same are a portion of the land described on Schedule "A." Irrigation water has been provided from the Boise Valley Irrigation Ditch Company, in compliance with Idaho Code 31-3805(1)(b). Common area within the condominium will be entitled to Irrigation Water Rights and the property will be obligated for assessments from the Boise Valley Irrigation Ditch Company. Individual units will not be provided with irrigation water.

8. All other parts of the Real Property necessary or convenient to its existence, operation, maintenance and safety, including the rights of access under easements referred to in this Declaration or set forth on the Condominium Plat.

ARTICLE VI  
Limited Common Elements

A. Description. The Limited Common Elements are defined as those portions of the Common Elements which are reserved for the exclusive use of one or more Units, to the exclusion of other Units. Because of the nature of construction of this Condominium, there are no Limited Common Elements included at the present time, nor will such be created absent an amendment to the Declaration and Condominium Plat. Limited Common Elements may be present in future Improvements; however, none are contemplated at this time.

B. Boundaries of Limited Common Elements. In the event that Limited Common Elements are created in the future, the actual boundary of each Limited Common Element shall be as defined in the Amended Declaration which adds and/or creates Limited Common Elements within the Condominium.

C. Applicable Easements. In the event that Limited Common Elements are added or created in the future, all Limited Common Elements shall be subject to the easements specified in Article XVIII.

ARTICLE VII  
Allocated Interests in Common Elements

The total allocated interests of the Condominium and the allocated interests assigned to each of the one hundred thirty nine (139) Units within the Condominium are expressed in Schedule "C." The allocated interests of each Unit as so expressed include the value of the Unit and the value of percentage interest of each such Unit in the Common Elements. The allocated interests assigned to each Unit as expressed in Schedule "C" are based on relative values to establish the allocated interests required by the Act. The allocated interests assigned to each Unit are determined on the basis that while the Units vary in size to some degree, the expense of each Unit with respect to the whole of the Units and the Condominium is deemed to be relatively equal to that of every other Unit. Accordingly, each Unit is assigned an identical amount of allocated interests. The aggregate of the allocated interests assigned to each Unit in the Condominium totals one hundred percent (100%).

ARTICLE VIII  
Permissible Uses and Regulation of Uses

A. Storage Purposes. The Units shall be used for Authorized Storage purposes only, by the Owner thereof, or by those utilizing the Unit pursuant to a lease or rental agreement with the Owner or otherwise under a grant of authority from the Owner. Any such use of the Units and the Common Elements shall be carried on in strict compliance with the permissible uses

authorized by this Declaration, and no activity shall be carried on which would constitute a violation of any term or condition of this Declaration. "Authorized Storage" shall mean that type of storage of personal property that is incidental to the Permissible Uses of a Unit, provided that the ownership of that personal property is lawful, and further providing that storage of that personal property is not an improper storage of a "hazardous material" as is defined under any applicable law of the State of Idaho or the United States, and further that the storage is not incidental to a Prohibited Use.

B. Permissible Uses. In conjunction with the passive activity of storage, it is also expressly provided that the following shall be deemed to be permissible uses of Units.

1. Maintenance. Any Owner or tenant may engage in routine maintenance on any boat, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within his Unit; provided, however, that no such routine maintenance may be engaged in for profit, nor may the same be conducted in a manner which will pose any risk to any other Unit and/or to any portion of the Common Elements; further provided that no routine maintenance shall be conducted outside the Unit and all waste products or by-products of that routine maintenance, if properly conducted in the Unit, including but not limited to start-up gasoline not fully placed in the storage container in the boat or vehicle or equipment, and all waste oils, waste anti-freeze, petroleum cleaning products, cleaning rags and containers, shall be fully removed from the Unit by the Owner or tenant and shall be lawfully disposed of by the Owner or tenant at the end of each and every routine maintenance session. Routine maintenance products or by-products shall not be stored in a Unit.

2. Inventory Turnover and Assessment. Any Owner or tenant may utilize his Unit for the storage of any permissible item of inventory and/or supplies used in a lawful trade or business, may add to or withdraw from storage such inventory and/or supplies, or any part thereof, as and when required, and may take count of such inventory and/or supplies at all such times as may be deemed necessary.

3. Business and Personal Records. Any Owner or tenant may utilize his Unit for the storage of any business and personal records, and any Owner or tenant may conduct such reviews of such records as may be deemed to be required by such Owner or tenant at all such times as be deemed necessary.

C. Prohibited Uses. It is the explicit purpose of the Condominium that it shall be used and maintained as a first-class storage facility for the mutual benefit of each of the Owners. Any commercial or personal activity which creates waste, uncleanliness, continuous excess noise, unacceptable risks and/or public intrusion is prohibited. Accordingly, it is expressly provided that the following (in addition to the foregoing un-Authorized Storage or un-Permissible Uses) shall be deemed to be prohibited uses of Units, and any use of a Unit in violation of the provisions hereof shall permit Declarant, while in control, and thereafter the Association, without notice to the Owner, to assess such Owner with such penalties as shall be adopted by Declarant and thereafter by the Board for a violation of the provisions hereof and to commence an action seeking injunctive relief and damages accruing as a consequence thereof:

1. Retail or Wholesale Outlet. No Owner or tenant may utilize his Unit as a retail or wholesale outlet for the sale of goods or services to any third party, and no Owner or tenant may permit potential customers of such goods or services to enter the boundaries of the Condominium for such purpose. Notwithstanding the foregoing, nothing herein shall prohibit the owner of an item of personal property held for personal use, such as a boat, automobile, truck, recreational vehicle or other personal vehicle from showing such item for sale while in storage in a Unit on a casual basis only.

2. Manufacture or Assembly. No Owner or tenant may utilize his Unit as a place of manufacture or assembly of any item or combination of items, however characterized or conceived, for resale to a third party within the boundaries of the Condominium. Furthermore, no assembly of items for personal use, incident to an otherwise permissible use, may be conducted in a manner which will pose any risk to any other Unit and/or a use of or risk to any portion of the Common Elements to the extent that the use is not otherwise specifically allowed under this Declaration.

3. Motorized Vehicle Repair Activity. No Owner or tenant may utilize his Unit as a place of business, whether primary or secondary, for the conducting of repair or maintenance activities and/or services of any sort, however characterized or conceived, for profit.

4. Noxious Activity. No Owner or tenant may utilize his Unit so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Board, and which may be more restrictive than levels established by the City of Eagle or the County of Ada, Idaho.

5. Storage of Hazardous Substances. No Owner or tenant may utilize his Unit for the storage of any substance or material defined or designated as hazardous, radioactive or toxic by any applicable federal, state or local statute, ordinance or regulation now in effect or hereafter promulgated; provided, however, that any fuels or other liquids contained within any boat, mobile home, motor home, automobile, truck, recreational vehicle, other vehicle and/or other equipment which is stored within a Unit shall be deemed permitted even if so defined, so long as such fuels or other liquids are necessary for the operation thereof and are lawfully contained within such item of personal property for such purpose.

6. High Piled Combustible Storage. No Owner or tenant shall store combustible materials in closely packed piles or on pallets or on racks or on shelves where the top of that high piled storage is greater than twelve (12) feet in total height. Additionally, when required by a fire code official, if the high piled combustible materials also include certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar products, then that high piled storage use shall be limited to six (6) feet of total high piled height.

7. Residential Use. No Owner or tenant may utilize his Unit, or permit another to use such Unit, for residential purposes.

8. Animals. No Owner (or tenant of an Owner) shall use a Unit to shelter any animal, whether or not that animal is a pet, and whether or not such shelter is temporary only. "Shelter" shall mean any event where an animal is left in a Unit or within the Condominium unattended by a Unit Owner (or a tenant of the Unit Owner). Further, no Owner (or tenant of an Owner) shall use a Unit to kennel animals, whether or not such use has a commercial purpose.

9. Leash Regulation. Animals belonging to an Owner (or Lessee / Tenant) or its guest must be on a leash and under the control of the Owner and shall not be permitted to run on the common area. All animal owners must pick up animal litter and dispose of the same, either by depositing the same in the outdoor common area trash container or by removing the same from the premises. Any Owner violating this regulation shall be subject to such fine as may be imposed by the Board of Directors of the Association and any cost of cleanup.

D. Unit Rental. The Owner of a Unit, including the Declarant, a mortgagee in possession, or any successor in interest thereto, may lease or rent a Unit on a month-to-month basis or for a longer term, subject to the limitation that any such lease or rental agreement shall be in writing and by its terms shall provide that such lease or rental agreement is subject, in all respects, to the provisions of this Declaration, the-Bylaws, any rules and regulations of the Association and any amendments thereto. Any such lease or rental agreement shall provide that any failure by a tenant to comply with the terms contained in said documents shall be a default under the terms of said lease or rental agreement and shall be a basis for termination thereof. The Association shall approve the form of all lease and rental agreements of Units to ensure compliance with the provisions hereof. Each Owner shall notify the Association in writing within five (5) business days following the execution of any lease or rental agreement covering a Unit of the identity, telephone numbers and addresses of each tenant and of the duration of the lease/rental agreement. The Owner of a Unit so leased or rented shall at all times be responsible for and liable to the Association for all acts or neglect of the tenant, including but not limited to fines and assessments levied for Unit use violations caused by the tenant.

E. Vehicle Parking. Parking or storing any motor vehicle at any location within the Condominium, outside of the boundaries of a Unit or in a designated parking space, is strictly prohibited. No motor vehicle shall obstruct in any fashion the free passage of vehicles and/or pedestrians to and from every other Unit. Unit Owners, and their tenants and guests, may park their motor vehicles within their respective Units at any time without limitation. Any motor vehicle parked at any location within the Condominium other than inside a Unit shall be operable. No motor vehicle shall be stored in the Common Elements. A motor vehicle (including a boat, motorcycle, snowmobile and all forms of recreational equipment) is "stored" when it is parked at any location within the Condominium, outside the boundaries of a Unit, for more than twenty four (24) consecutive hours, unless it is parked directly in front of that Unit Owner's respective Unit, for allowed Unit uses, and in a manner that does not otherwise encumber or limit other Unit Owners' access to their respective Units and to general ingress and egress to Horseshoe Bend Road.

F. Removal by Board. The Board may require the immediate removal of any inoperable or improperly stored vehicle left outside of a Unit and/or any other item of personal

property improperly stored within the Condominium, whether or not contained within a Unit. If the same not be removed by the responsible Unit Owner, the Board may cause removal thereof at the risk and expense of the Unit Owner thereof.

G. Driving Area and Walkways. Driving areas, walkways and corridors within the Common Elements shall be used exclusively for normal transit, other than during the process of entering or leaving a Unit, and no obstructions shall be placed within the Common Elements except by express written consent of the Association.

H. Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of, or cause the cancellation of, insurance for the Condominium.

I. Signs. No sign of any kind shall be displayed from the exterior of any Unit or from the Common Elements without the prior written consent of the Board, pursuant to the rules and regulations adopted thereby.

J. Unit Activity. No offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to others using the buildings or to the public. Nothing shall be altered or constructed in the Common Elements except upon the prior written consent of the Association. Nothing shall be done or carried on in a Unit or within the Condominium which is in violation of any applicable law, ordinance or regulation.

K. Commit No Waste. No Owner of a Unit shall commit or permit waste of such Unit and/or of the Common Elements; and the liability in the event of such occurring shall be at the sole cost and expense of the responsible Unit Owner. This Section shall not be construed to permit any interference with or damage to the structural integrity of the buildings or interference with the use and enjoyment by others of the Common Elements and/or other Units, nor shall it be construed to limit the powers or obligations of the Declarant or of the Association.

L. Exterior Appearance. No Unit Owner shall be permitted to alter, in any fashion, the Common Elements, including the exterior finish of the exterior surfaces of the walls surrounding a Unit, and exterior surfaces of the doors, which are Common Elements.

M. Trash Collection. All trash and trash collection from a Unit shall be the responsibility of the Unit Owner, and no trash shall be permitted to be stored inside or outside of the Unit(s). There is a common trash collection bin that shall be provided for by the Declarant or by the Association, and each Unit Owner shall be solely responsible for his or its trash produced by the Unit Owner from permitted uses within the Unit, shall be promptly removed by the Unit Owner.

N. Bylaws, Rules and Regulations. The Association may adopt, in written form, reasonable additional provisions in the Bylaws or in the rules and regulations of the Association as necessary or advisable to ensure compliance with, and to supplement, the foregoing

provisions, and each Unit Owner shall comply in all respects therewith; provided, however, that no rule or regulation may be adopted which may or shall, if implemented, result in restrictions imposed upon the permissible uses of Units expressly granted herein. Whenever rules and regulations are adopted by the Association, they shall be deemed effective as soon as a copy is sent to each Owner by first-class mail.

O. Unit for Sale or Lease and Realtor Signage. All "Unit For Sale or Lease" signage placement requests shall be approved, prior to placement on the site, by the Board of Directors. The Board of Directors shall designate the landscaping areas to either the Northeast of the main entrance, or to the Southeast of the emergency entrance, for "Unit for Sale or Lease" sign placement locations. Each Unit Owner may request One (1) sign per "Unit For Sale or Lease" to be placed in the designated area within the common elements. Approved "Unit For Sale or Lease" signs shall not exceed 2'(W) X 4'6"(H) and shall be constructed of a metal material in a workmanship like manner, and be in good physical and aesthetic condition. The approved signage shall demonstrate "Unit For Sale or Lease". The use of mobile signs or portable signs; balloons, flags, wiggle flags or kite style signs, inflatable Signs, signs which produce odor, sound, smoke, flame or other emissions, signs which imitate or Simulate official signs, or which use yellow or red blinking or intermittent lights resembling danger or warning signals; signs with lights; roof signs and billboards are prohibited. The approved "Unit For Sale or Lease" signage shall be removed by the Unit Owner within 24 hours of the sale, cancellation, or termination. Liability for damage and/or destruction of the common elements by the signage, installation, or removal shall be the sole responsibility of the Unit Owner. Reasonable efforts shall be made by the Board of Directors to notify a Unit Owner of a sign that fails to comply with the Article amendment, prior to the removal of the signage. The Board of Directors shall reserve the right to have any unauthorized or non-conforming signage removed, without notification, at the Unit Owners sole and separate cost. It shall be the Unit Owners sole responsibility to ensure that, prior to placement, that all approved "Unit For Sale or Lease" signage conforms to The City of Eagle, County of Ada, and State of Idaho ordinances, statues, and laws.

## ARTICLE IX

### Unit Maintenance and Alterations

A. Unit Maintenance. The Owner of each Unit shall, at the sole expense of such Unit Owner, have the right and the duty to keep the interior of such Owner's Unit and the equipment and appurtenances within such Unit in good order, condition and repair and shall perform all interior maintenance necessary to maintain the good appearance and condition of such Unit. The Owner of each Unit shall be responsible for the maintenance, repair or replacement of any heaters, electrical fixtures and lights which may be in or connected with the Owner's Unit, unless the same have been defined as Common Elements.

B. Unit Alterations. It is the concurrent responsibility of the Declarant, the Association and each Unit Owner to ensure the continuing structural integrity of each of the buildings within the Condominium. The construction characteristics of the buildings do not permit the addition of loads, except as are specifically engineered and approved in accordance with the provisions of the Uniform Building Code. It is also anticipated, however, that individual Unit Owners may elect, at the Unit Owner's sole and separate cost, to erect storage lofts within

their Units. Accordingly, it shall be permissible for a Unit Owner to make alterations to the interior of such Owner's Unit that do not adversely affect the continuing structural integrity of each of the buildings within the Condominium; provided, however, that such alterations shall be absolutely subject to the limitation that no alteration shall be allowed which causes an adverse effect upon the Common Elements or the structural integrity of any Unit. Accordingly, the Declarant and the Board shall provide to each Owner specifications concerning permissible interior alterations to Units, and no such alterations shall be made except which are in compliance with such specifications. Each Unit Owner is required to notify the Board of all improvements by the Unit Owner to such Owner's Unit which cost in excess of \$5,500.00. Furthermore, any Unit Owner who makes alterations to his Unit shall be liable for any damage caused as a consequence thereof to any other Unit or to any Common Elements.

C. Limited Common Elements. In the event of Limited Common Elements being created in the future, Limited Common Elements shall be for the sole and exclusive use of a designated Unit or designated Units, although the use, condition, maintenance and appearance of such Limited Common Elements shall be regulated pursuant to this Declaration, the Bylaws and the rules and regulations of the Association. Performance of maintenance or repair work for such Limited Common Elements shall be carried out by the Association and not by the Unit Owner to which such Limited Common Elements may be assigned.

## ARTICLE X Unit Owners' Association

In order to provide for administration of the Condominium, an entity shall be created which shall be called "Eagle Storage Condos Owners, Inc." (hereinafter the "Association") in accordance with the following terms and conditions:

A. Form of Association. The Association shall be organized as an Idaho corporation in accordance with the provisions of Idaho Code Title 30, Chapter 1. A copy of the Association's Articles of Incorporation is attached hereto as Appendix One.

B. Membership.

1. Qualification. Each Unit Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership vote for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, the Bylaws and the rules and regulations of the Association, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association. A Unit Owner may not elect out of membership in the Association, nor elect out of the duty to pay assessments, fines or obligations duly incurred as a Unit Owner.

2. Transfer of Membership. Association membership of each Unit Owner (including Declarant) shall be appurtenant to the ownership of a Unit, and shall not be assigned,

transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit, and then only to the Purchaser of such Unit. Any attempt to make a prohibited transfer shall be void. Any disposition of a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Unit Owner thereof. Within five (5) business days following the transfer of a Unit to the Purchaser of such Unit, the Purchaser shall deliver to the Association: (a) written notice of the transfer of the Unit, which notice shall include state the true identity of the transferee Purchaser, the official mailing address of the transferee Purchaser (including zip code), which address shall be the transferee Purchaser's address for any notice issued pursuant to this Declaration or by the Association, together with contact telephone numbers and e-mail addresses, and the exact date of the transfer, and (b) a Transfer Fee in the amount of \$195.00, or such sum as the Association shall adopt from time to time by their process, which Transfer Fee shall be paid to the Association.

C. Voting.

1. Number of Votes. The total voting power of all Unit Owners as members of the Association shall be equal to the total number of Units then comprising the Condominium.

2. Voting. There shall be one (1) voting representative for each Unit. Declarant shall be considered a "Unit Owner," as that term is used herein, and shall be the voting representative with respect to each Unit owned by Declarant. In the event that the Association is the Owner of any Unit, the Association shall not be entitled to cast the votes allocated to such Unit. If a Unit Owner (including Declarant) owns more than one Unit, such Unit Owner shall have the votes for each of the Units so owned. The voting representative shall be designated by the Owner or Owners of each Unit by written notice to the Board and need not be a Unit Owner. The designation of a voting representative shall be revocable at any time by written notice to the Board from the Owner of the Unit, by actual notice to the Board of the death of the Unit Owner or of the voting representative, by written notice from the lawful holder of a power of attorney of a Unit Owner or by the guardian of any judicially-declared incompetent Unit Owner. This power of designation and revocation may be exercised by the guardian of a Unit Owner and by the administrator or executor of a Unit Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made prior to any meeting, no vote may be cast for such Unit other than by the Unit Owner thereof.

3. Joint Unit Owner Disputes. The vote of a Unit must be cast as a single lot, and fractional votes of such Unit's allocated vote shall not be allowed. In the event that joint Owners of a Unit are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

4. Pledged Votes. If the Board has been properly notified in writing that a Unit Owner has pledged such Unit Owner's vote to a Mortgagee, or in the event that the Owner of the Unit has otherwise pledged his vote regarding special matters to a Mortgagee under a duly recorded Mortgage, then and only then will the vote of such Mortgagee be recognized in regard to the special matters upon which the vote is so pledged.

D. Meetings, Audits, Notices of Meetings.

1. Annual Meeting. There shall be an annual meeting of the Unit Owners in the first quarter of each fiscal year of the Association at such reasonable place and time as may be designated by written notice from the Board delivered personally or by first-class mail, postage prepaid, to all Unit Owners not less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting. The notice concerning such annual meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the Unit Owners, including the general nature of any proposed amendment to this Declaration or the Bylaws or any proposal to remove a director or officer. At the annual meeting, there shall be presented a report of the financial condition of the Association, itemizing the total receipts and disbursements for the just expired fiscal year, the allocation thereof to each Unit, and the estimated common expenses and required assessments, including the allocation thereof to each Unit, for the fiscal year commencing.

2. Special Meetings. Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which, by the terms of the Act, this Declaration, the Articles of Incorporation or the Bylaws, require the approval of all or some of the Unit Owners or for any other reasonable purpose. Such meetings shall be called by written notice from the President of the Association upon the decision of the President, or after written request signed by a majority of the Board, or by written request signed by the Unit Owners having at least twenty percent (20%) of the total votes, which notice shall be delivered not less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and shall include an agenda of the matters to be considered, including, but not limited to, the general nature of any proposed amendment to the Declaration or the Bylaws, changes in the previously approved budget that result in a change in assessment obligations, and any proposal to remove a director or officer.

3. Audits. The Board, at any time, or by written request of Unit Owners having at least forty percent (40%) of the total votes, may require the Association's books and records be presented for review and audit at any special meeting. A Unit Owner, at such Owner's own and separate expense, may at any reasonable time make an audit of the books and records of the Board and the Association.

E. Bylaws of the Association.

1. Adoption of Bylaws. Initial Bylaws for the administration of the Association and the Condominium, and for other purposes not inconsistent with the Act or this Declaration, shall be adopted by the Declarant. Amendments to the Bylaws may be adopted by the Association at an annual or special meeting of the Association upon concurrence of voting Unit Owners holding sixty percent (60%) of the total voting power.

2. Bylaw Provisions. The Bylaws shall contain provisions consistent with this Declaration and the Act and may contain supplementary, but not inconsistent, provisions regarding the operation and administration of the Condominium, the Association and the Board.

The Bylaws shall establish provisions for quorum, ordering of meetings and details regarding the giving of notice as required for the proper administration of the Association and the Condominium. The Bylaws shall specifically provide for:

- (a) The number, qualifications, powers and duties, terms of office, and the manner of electing and removing members of the Board of the Association and filling the vacancies thereof, and the alternative methods for the Board of Directors to conduct meetings and to confirm the adoption of a directors' resolution, including the adoption of reasonable rules and regulations not inconsistent with this Declaration;
- (b) The election by the Board of Directors of such officers of the Association as the Bylaws specify;
- (c) Which, if any, of the powers of the Board of Directors or of the officers of the Association may be delegated to other persons or to a managing agent thereof;
- (d) Which, if any, of the officers of the Association may prepare, execute, certify and record amendments to this Declaration on behalf of the Association;
- (e) The method of amending the Bylaws; and
- (f) The quorum required for voting approval at any annual or special meeting of the members (Unit Owners) of the Association.

## ARTICLE XI

### Management of the Condominium

A. Powers of the Association. The Association shall be empowered to:

1. Amend Bylaws as adopted initially by Declarant by the requisite vote percentage of the Members.
2. By resolution of the Board of Directors, adopt and amend budgets for revenues, expenditures and reserves, and impose and collect regular and special assessments for common expenses from Unit Owners, subject to the right of the Members to override the adopted budget by majority vote at the annual meeting.
3. By resolution of the Board of Directors, hire, discharge or contract with managing agents, agents and independent contractors. By a majority vote percentage of the Members, to hire Association employees.
4. By resolution of the Board of Directors, institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

5. By resolution of the Board of Directors, to make contracts and incur liabilities.
6. By resolution of the Board of Directors, to regulate the use, maintenance, repair, replacement and modification of Common Elements.
7. By a majority vote percentage of the Members, to cause additional improvements to be made as part of the Common Elements.
8. Acquire, hold, encumber, lease and convey in its own name any right, title or interest to real or personal property; provided, however, that Common Elements may be conveyed or subjected to a security interest only if the Owners of Units to which at least Sixty (60%) percent of Member votes in the Association (including Declarant's votes) have been cast in favor of a conveyance or granted security interest. Notwithstanding the foregoing, any conveyance or grant of security interest of the Common Elements cannot otherwise alter or affect a Unit Owner's rights to all in-common benefits of all Common Elements. Further, all proceeds of any permitted sale or financing shall be the sole and separate property of the Association.
9. By resolution of the Board of Directors, to grant easements, amend existing easements, leases, licenses and concessions through or over the Common Elements in addition to those set forth in this Declaration and/or in the Condominium Plat.
10. By resolution of the Board of Directors, to impose and collect any assessments, fees or charges for the use, rental or operation of the Common Elements and for services provided to individual Unit Owners.
11. By resolution of the Board of Directors, to impose and collect charges for late payment of assessments as hereinafter provided and, after notice and an opportunity to be heard by the Board and in accordance with such procedures as provided herein, in the Bylaws and/or rules and regulations adopted by the Board, levy reasonable fines for violations of this Declaration, the Bylaws and/or the rules and regulations of the Association in accordance with the previously established schedule thereof adopted by the Board and furnished to the Unit Owners.
12. By resolution of the Board of Directors, to impose and collect reasonable charges for the preparation and recording of amendments to this Declaration and the Condominium Plat, for the preparation and delivery of statements of delinquent assessments and the preparation and delivery of any other documents required of the Association incident to the sale, lease or rental of any Unit, including resale certificates, if any, required by Idaho Code as presently in force or as hereafter amended.
13. By resolution of the Board of Directors, to provide for the indemnification of its officers and the members of its Board and to maintain directors' and officers' liability insurance.

14. By resolution of the Board of Directors, to assign its right to future income, including the right to receive Common Expenses assessments, except as otherwise limited herein.

15. By resolution of the Board of Directors, to exercise any other powers conferred by the Act, this Declaration or the Bylaws.

16. By resolution of the Board of Directors, to exercise any other powers granted by the State of Idaho to a corporation consistent with the provisions hereof.

17. By resolution of the Board of Directors, to exercise any other powers necessary and proper for the governance and operation of the Association.

B. Management by the Board. Administrative power and authority of the Association shall vest in a Board of Directors. The number of directors shall be specified in the Bylaws and shall be sufficient to handle adequately the affairs of the Association. The Board may delegate all or any portion of its administrative duties (by appropriate resolution of the Board of Directors) to a manager, managing agent and/or officer of the Association, in such manner as provided in the Bylaws. The Board shall elect a president, vice-president, secretary and treasurer, together with such other officers as shall be deemed to be required from time to time, each of whom shall perform such duties as are required of them as provided in the Bylaws of the Association.

C. Election of the Board.

1. The Declarant shall appoint and shall remove the members of the Board and the officers from the time of creation of the Board until the earliest to occur of the following: (a) sixty (60) days after conveyance to Unit Owners other than the Declarant of seventy-five (75%) percent of the total number of Units which may be created within the Condominium by the Declarant; (b) two years after the last disposition of a Unit by the Declarant, except as security for a debt; (c) two years after any development right to add new Units to the Condominium was last exercised by the Declarant; or (d) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to appoint and remove officers and members of the Board. Following the occurrence of the first of such events, all steps shall commence leading to the complete transfer of control to the Association of Unit Owners as set forth hereafter and further as required in Idaho Code, as presently in force or as hereafter amended.

2. Irrespective of the provisions in Subsection 1 above, not later than sixty (60) days after conveyance of twenty-five (25%) percent of the total number of Units which may be created within the Condominium by the Declarant to Unit Owners, at least one member and not less than twenty-five (25%) percent of the members of the Board shall be elected by Unit Owners other than the Declarant, and not later than sixty (60) days after conveyance of fifty (50%) percent of the total number of Units which may be created within the Condominium by the

Declarant to Unit Owners, at least thirty-three and one-third (33-1/3%) percent of the members of the Board shall be elected by Unit Owners other than the Declarant.

3. Within thirty (30) days after the termination of the period of Declarant control of the Board, as identified within Subsection 1 above, the Unit Owners shall elect the Board, which shall consist of at least three (3) members and each of whom shall take office upon election. The Board shall elect its officers, each of whom shall also take office upon election.

D. Authority of the Board.

1. The Board, for the benefit of the Condominium and the Unit Owners, shall enforce the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association, shall have all powers and authority permitted to the Board under the Act, other applicable law and this Declaration, and shall acquire and shall pay for, out of the Common Expenses fund hereinafter provided for, all goods and services requisite for the proper functioning of the Condominium, including, but not limited to, the following:

(a) Water, sewer and garbage collection for the entire Condominium and electrical, telephone, cable and any other necessary utility service as required for the Common Elements.

(b) Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, and for fidelity of Association officers, directors and other employees, as the same are more fully required hereafter or by the Bylaws.

(c) The services of persons or firms as required to manage properly the affairs of the Condominium to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine are necessary or proper for the operation and maintenance of the Common Elements, whether such personnel are employed directly by the Board with Membership approval, or are furnished by the designated manager or management firm or agent.

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

(e) Painting, maintenance, repair and improvements of the Common Elements (and Limited Common Areas as applicable), and such accessories and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(f) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations and/or insurance which the Board is required to secure by law, or which in its opinion shall be necessary or proper for the operation of the Common Elements and for the enforcement of this Declaration; provided, that if for any reason such materials, supplies, labor,

services, maintenance, repairs, structural alterations and/or insurance are provided for particular Units or their Unit Owners, the cost thereof shall be specifically charged to the Owners of such Units.

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

(h) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Condominium or any part thereof which is claimed to, or which may, in the opinion of the Board, constitute a lien against the Condominium or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and reasonable attorney fees) incurred by the Association by reason of such lien or liens shall be specially charged against the Unit Owners and the Units responsible to the extent of their responsibility.

(i) The Board's powers hereinabove enumerated are limited to the extent that the Board shall have no authority to acquire and pay for, out of the Common Expenses fund, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Two Thousand Dollars (\$2,000.00) per Unit, without first obtaining the affirmative vote of the Unit Owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting Unit Owners having a majority of the voting power; provided that any expenditure or contract for each capital addition or improvement in excess of Seven Thousand Dollars (\$7,000.00) per Unit must be approved by Unit Owners having not less than Sixty-Six and Two-Thirds percent (66-2/3%) of the total voting power

(j) The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the Common Expense fund. The Board may delegate such powers subject to the terms hereof.

(k) The Board may, from Common Expense fund of the Association, acquire and hold in the name of the Association, for the benefit of the Unit Owners, tangible and intangible personal property and real property, or any interest therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct. The Board shall not, however, in any case

acquire by lease or purchase, real or personal property for a price in excess of Ten Thousand Dollars (\$10,000.00), without first obtaining the affirmative vote of the Unit Owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting Unit Owners having a majority of the voting power; provided, that any lease or purchase of real or personal property for a price in excess of Thirty Thousand Dollars (\$30,000.00) must be approved by Unit Owners having not less than Sixty-Six and Two-Thirds percent (66-2/3 %) of the total voting power.

(l) The Board and its agents or employees may enter any Unit or Limited Common Elements when necessary in connection with any maintenance, repair and construction for which the Board is responsible or in the event of an emergency. Such entry shall be made with as little inconvenience to the Unit Owner or tenant as practicable and upon prior notice if circumstances permit. Any damage caused thereby shall be repaired by the Board out of the Common Expense fund if the entry was due to an emergency or for the purpose of maintenance or repairs to Units where the repairs were undertaken by or under the direction or authority of the Board (unless the emergency or maintenance was caused or necessitated by the Owner of the Unit entered, in which case the cost shall be specially charged to the Unit Owner whose Unit is entered).

(m) Each Unit Owner, by the mere act of becoming an Owner of a Unit, shall irrevocably appoint the Board as such Owner's attorney-in-fact, with full power of substitution, to take such action as is reasonably necessary to perform promptly the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Common Elements, the Limited Common Elements, if applicable, to deal with a Unit upon damage or destruction and to secure insurance proceeds.

2. In the discharge of its duties and in the exercise of its powers as set forth in paragraph 1 of this Section D, but subject to the limitations set forth therein [including Subsections 1 (i) and (l)], the Board may borrow funds on behalf of the Association, and in order to secure the repayment thereof, may encumber, subject to the limitations set forth in this Declaration, the Common Elements, Association funds and the allocated interests of each Unit Owner therein.

## ARTICLE XII

### Maintenance, Common Expense and Common Expense Liability; Special Assessments

A. Common Expenses. Common Expenses include those expenses defined in the Act and in Article I, Section 8 hereof, specifically, and those expenses incurred by the Association its operations, management and administration, including tax reporting duties, and in the operation, management and administration of the Condominium pursuant to the provisions hereof or as otherwise required or permitted by the provisions of this Declaration or the Bylaws.

B. Annual Budget of Common Expenses. Prior to the annual meeting of Unit Owners each fiscal year, the Board shall estimate the Common Expenses which it anticipates will

be incurred during the fiscal year commencing and determine the regular assessments and any special assessments required to be paid to the Association for such fiscal year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, repairs, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the expired fiscal year's operations. The determination and collection of assessments for the first year of operation of the Condominium shall be made by the Declarant. The Board may also, from time to time, impose such special assessments as may be determined to be necessary by the Board, subject to the restrictions set forth herein and/or in the Bylaws. If the sum estimated and budgeted for a particular fiscal year at any time proves to be inadequate for any reason (including nonpayment of certain Unit Owners' assessments), the Board may at any time levy a further assessment. The annual budget and proposed assessments determined by the Board shall be reviewed by the Unit Owners at the annual meeting of the Association, or at any special meeting called for such purpose, and shall be deemed approved unless the same be rejected by a majority of the votes cast, subject to the quorum limitations set forth in the Bylaws of the Association.

C. Payment by Unit Owners. Each Unit Owner shall pay assessments made pursuant to this Article to the Treasurer of the Association at such intervals as the Board shall designate. Any unpaid assessments shall bear interest at the maximum rate allowed by Idaho law from the due date until paid.

D. Purpose. All funds collected hereunder shall be expended for the purposes designated in or permitted by this Declaration, the Bylaws or the Act.

E. Separate Accounts. The Association shall maintain separate accounts for current operations, reserves and a special insurance reserve account for payment of insurance and bond premiums, if any. Upon receipt of payments for assessments, the Treasurer shall first deposit to the insurance reserve account that portion of the Common Expense assessments necessary to pay the total cost of premiums of all of the insurance and bond coverage then in effect required to be paid from such periodic assessments, and such insurance reserve account shall be held separately and inviolate until utilized for payment of such premiums. The remainder of the assessments collected may be utilized for payment of other Common Expenses or deposited or credited to other accounts. All such assessments and other Association revenues shall be collected and held in trust for, and administered and expended for the benefit of, the Association.

F. Based on Percentage. Except for certain special assessments which may be levied against particular Units under the provisions of this Declaration, all assessments for Common Expenses shall be assessed to Units on the basis of the percentages set forth in Schedule "C" hereof and any amendments thereto.

G. Failure to Determine Assessments. The failure of the Association to fix assessments for the fiscal year commencing at the annual meeting shall not be deemed to constitute a waiver or modification in any respect of the provisions of this Declaration or release any Unit Owner from the obligation to pay the assessment or any installment thereof, but the amount of assessment fixed for the preceding year shall continue in force until a new assessment

is fixed. Following the determination being made regarding the amount of assessments for such fiscal year, each Unit Owner shall, as a portion of such Owner's first payment of the monthly or periodic assessments to the Association, include therein such sums equal to the difference between the amount of assessments previously paid for such fiscal year and the actual amount determined to be required by the Association.

H. Limited Purpose Common Expenses.

1. Limited Common Elements. Any Common Expense associated with the operation, maintenance, repair or replacement of a Limited Common Element, if any, shall be paid by the Owner or Owners of, or assessed against, the Unit or Units to which that Limited Common Element is assigned in proportion to the amount of the total expense incurred in the operation, maintenance, repair or replacement of the Limited Common Element assigned to each such Unit.

2. Limited Units Benefit. Additionally, any Common Expense which benefits only some, but not all, of the Units shall be assessed only against such benefited Units in the same proportion as is set forth above in this Section.

3. Judgments. If a judgment is entered against the Association at any time, assessments for the payment of such judgment shall be made against only those Units which were a part of this Condominium at the date of entry of such judgment.

4. Limited Cause. If the Board determines that a Common Expense is incurred by the Association as the result of any one or more Unit's Owners, but not all of the Unit Owners, the assessments to pay such Common Expense may be allocated only to the Units owned by such Owners who are determined by the Board to be responsible and not to Units owned by Owners who are determined not to be responsible.

I. Records. The Board shall cause to be kept complete and accurate books and records of all receipts and expenditures, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, together with any additional information which may, from time to time, be determined to be required by the Board. Such books and records, together with vouchers authorizing payments, shall be available for examination by the Unit Owners, and by their Mortgagees, attorneys or agents, at any reasonable times upon reasonable notice and the payment of any required audit cost. All books and records shall be kept in accordance with generally accepted accounting principles and shall be reviewed at least once a year by an independent auditor. At least one copy of the annual financial statement and report of the Association prepared by such independent auditor shall be furnished to each Unit Owner and to any Mortgagee requesting the same within ninety (90) days following the end of the fiscal year covered thereby or as soon thereafter as the same may be completed.

J. Lien Indebtedness. All assessments shall be joint and several personal debts and obligations of each and every Owner of any Unit against which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment,

whether regular or special, assessed to any Unit and to the Owner thereof, plus interest at the maximum rate allowed by Idaho Code from the due date until paid, and the costs, including reasonable attorney's fees incurred by the Association, shall be a lien upon such Unit and the allocated interests in the Common Elements thereof. Such lien arising from the nonpayment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except as such priority is limited by the provisions of the Act and this Declaration. Irrespective of the existence of such lien, a suit by the Association to recover a money judgment against any Unit Owner or Unit Owners arising from such unpaid assessments may be maintained without foreclosure of such lien and without waiving the future enforceability of such lien.

K. Certificate of Assessment. A certificate executed and acknowledged by the Treasurer or by the President of the Association, or by the authorized agent thereof, stating the amount of such indebtedness for assessments, or the lack thereof, attributable to any Unit shall be conclusive upon the Association as to the amount of such indebtedness on the date of such certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished to any Unit Owner or to any Mortgagee of a Unit within a reasonable time after request, in recordable form, subject to a reasonable fee for the preparation thereof. Unless otherwise prohibited by law, any Mortgagee of a Unit may pay any unpaid assessments payable with respect to such Unit, and upon such payment such Mortgagee shall have a lien on such Unit for the amount so paid of the same priority as the lien of the mortgage of such Mortgagee.

L. Security Deposit. In the event that a Unit Owner has twice been delinquent for at least thirty (30) days in the payment of assessments due to the Association, a Unit Owner may be required by the Board, in the discretion of the Board, to make and maintain a security deposit with the Association not in excess of three months' assessments, which may be collected as are other assessments. Such a security deposit shall be held in a separate fund, credited to such Unit Owner, and resort may be had thereto at any time when, and in the event that, such Unit Owner is ten (10) or more days delinquent in paying his monthly or other periodic assessments.

M. Foreclosure of Assessment Lien. The Association may commence an action to foreclose the lien of any delinquent assessments in accordance with the provisions of Idaho Code § 55-1518. If the subject Unit be rented or leased by the Unit Owner to a third party, the Association in such foreclosure action shall be entitled, upon application therefor and due notice thereof, to the appointment of a receiver to collect the periodic rent, which receiver may, if said rental not be paid, obtain possession of the Unit, refurbish it for rental to a reasonable standard for rental units in this type of condominium, and then rent the Unit or permit its rental to others. Rental income collected therefrom shall be applied as follows: first to the payment of expenses of the receivership (including reasonable attorney's fees incurred therein); second to reimburse the cost of refurbishing the Unit; third to costs, attorney's fees and charges incurred by the plaintiff in the foreclosure action; and fourth to the payment of the delinquent assessments and any interest accrued thereon. Any judgment rendered against a Unit Owner in such foreclosure proceeding, receivership proceeding or any other action required to collect such delinquent assessments shall include a reasonable sum for attorney's fees and all other costs and expenses

reasonably incurred in preparation for or in prosecution of said action, in addition to taxable costs permitted by law.

N. Rental Units. If a Unit is rented by the Unit Owner, in lieu of the commencement of lien foreclosure proceedings, the Association may collect, and the tenant thereof shall pay over to the Association, so much of the rental for such Unit as is required to pay any amounts due to the Association hereunder, plus interest and costs, if the same are delinquent more than thirty (30) days. Such tenant shall not have the right to question payment to the Association, and such payment to the Association will discharge the tenant's duty of payment of rent to the Unit Owner, to the extent such rent is actually paid to the Association, but will not discharge the liability of the Unit Owner for the payment of assessments or operate as an approval of the lease or rental agreement by which such tenant maintains occupancy. The Association shall not exercise this power in the event that a receiver has been appointed.

O. Remedies Cumulative. The remedies provided herein are cumulative, and the Board, on behalf of the Association, may pursue them concurrently. In addition, the Association shall have such other and further remedies as may be provided by law, although the same not be expressed herein.

### ARTICLE XIII Insurance

A. Insurance Coverage. There shall be maintained, as a Common Expense, a policy or policies of insurance, and bonds as required, to provide, to the extent that the same be available, the following coverages:

1. Real Property Insurance. A "master" or "blanket" policy of property insurance in an amount equal to the full replacement value of the Condominium property, including all building service equipment and any fixtures or equipment within the Units which are financed subject to a mortgage, with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent and, if necessary, an "Increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent; such insurance to afford protection against at least loss or damage by fire and other hazards covered by a standard Extended Coverage Endorsement, including debris removal costs, costs of demolition, vandalism, malicious mischief, windstorm and water damage.

2. Liability Coverage. A comprehensive policy of public liability insurance covering all of the Common Elements with a "Severability of Interest Endorsement" or equivalent coverage or provisions which preclude the insurance carrier from denying the claims of a Unit Owner because of the negligent acts of the Association or any other Unit Owner, with such limits as may be determined to be necessary; such coverage to include protection against water damage liability, liability for non-owned or hired automobiles, liability for personal injury, including medical payments, death and damage to property of others.

3. Other Coverage. Additional coverage may also be obtained for such other risks as shall, in the sole determination of the Board, customarily be required with respect to projects similar in construction, location and use, or as may be required to facilitate lending by Mortgagees, or as may be required pursuant to law or other applicable governmental requirements.

B. Additional Policy Provisions. Any insurance obtained pursuant to the provisions hereof shall be subject to the following provisions and limitations if, and to the extent, the Board is able to purchase policies and endorsements affecting such provisions and limitations.

1. Named Insured. The named insured under any such policies shall be the Association, as trustee for the Unit Owners, and each of the Unit Owners each in accordance with the percentages established in this Declaration with respect to liability arising out of each Unit Owner's allocated interests in the Common Elements and/or membership in the Association. The Association shall have exclusive authority to negotiate settlement of losses under said policies.

2. Contribution. In no event shall the insurance coverage obtained and maintained pursuant to the provisions hereof be brought into contribution with insurance purchased by Unit Owners or by their Mortgagees.

3. Absence of Association Control. Such policies of insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of Unit Owners when and/or if such act or neglect is not within the control of the Declarant or the Association nor unless such Unit Owners are acting within the scope of such Unit Owners' authority on behalf of the Association, or (b) by failure of the Declarant or the Association to comply with any warranty or condition with regard to any portion of the premises over which the Declarant or the Association has control.

4. Cancellation. All policies shall provide that coverage may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named therein, including Mortgagees or their servicing agents.

5. Waiver of Subrogation, Co-Insurance and Acts of Insured. All such policies shall contain a waiver of subrogation by the insured as to any and all claims against the Declarant, in its capacity as a Unit Owner, against the Association, or any Unit Owner, Unit Owners and/or their respective agents, Mortgagees, employees or tenants, and of any defenses based on co-insurance or upon invalidity arising from the acts of the insured.

6. Primary Insurance. If at the time of an insured loss, there is other insurance in force in the name of a Unit Owner covering the same loss, the Association's policy shall provide primary insurance.

7. Unit Contents. Nothing contained in this Article XIII shall be deemed to require Declarant or the Association to purchase a policy of casualty insurance to cover the loss,

theft or damage to personal property contents of the Unit Owner as stored in the Unit, including improvements, and each Unit Owner is specifically directed to purchase, at each Unit Owner's separate cost, such insurance and coverage as they deem necessary to cover all risk of loss or damage to the Unit Owner's (including tenants') personal property.

C. Mortgagee Clause. Each applicable policy of insurance shall contain a standard mortgagee clause which shall:

1. Define Mortgagee. Provide that any reference to a mortgagee in such policy shall mean and include all holders of a mortgage on a Unit, or a lease or sublease thereof, in their respective order and preference, whether or not named therein.

2. Protect Mortgagee. Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect by the Board, the Unit Owners, the Association or any persons acting under authority of any of them.

3. Waive Certain Requirements. Waive any provision invalidating such mortgagee clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy of a Unit, any requirement that the Mortgagee pay any premium thereon and any contribution clause.

4. Reconcile Named Insured. Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable as required herein.

D. Fidelity Bond Coverage. The Association may, at the option of the Board, purchase and maintain fidelity coverage, coverage to protect against dishonest acts on the part of its Officers, Directors, agents and employees and all others who handle, or are responsible for handling, funds of the Association. If obtained, such fidelity coverage shall, to the extent reasonably obtainable, meet the following requirements:

1. Obligee. All fidelity bonds shall name the Association as the obligee.

2. Amount. Such fidelity bonds shall be written in an amount equal to at least fifty (50%) percent of the estimated annual operating expenses of the Association, including reserves.

3. Waiver of Defense. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar terms.

4. Cancellation. Such bonds shall provide that they shall not be canceled or substantially modified without at least thirty (30) days prior written notice to any affected Mortgagee or its servicing agent.

E. Directors and Officers Errors and Omissions Coverage. The Association shall purchase and maintain, as a cost of administration, a policy of insurance insuring the Directors and Officers against claims of negligence or breaches of their duty to Unit Owners and/or to the Association and/or to third parties.

F. Insurance Proceeds. Insurance proceeds payable for damage or destruction to any part of the Condominium shall be paid to the Association as trustee for the Unit Owners, Mortgagees of the Units and/or of the Condominium. The Association, acting through its Board, shall have the authority to settle and compromise any claim under insurance obtained by the Association, and the insurer may accept a release and discharge of liability from the Board on behalf of the named insureds under the policy and any affected Mortgagee. No provision of this Declaration shall entitle the Owner of any Unit, or any third party, to priority over the Mortgagee of a Unit with respect to the distribution of any insurance proceeds.

G. Unit Owners' Policies. Any Unit Owner may obtain additional insurance respecting his Unit, to the extent permitted by law, at such Unit Owner's own expense. Each Unit Owner is required to notify the Board of all improvements made by the Unit Owner to such Owner's Unit which cost in excess of \$5,500.00. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than personal property belonging to such Unit Owner, is required to file a copy of such policy or policies with the Board within thirty (30) days following the purchase thereof, and the Board has the right to review the effect of such policy with the Board's insurance agent and to direct changes to the extent that such a policy adversely impacts the Association's policies or insurance costs. Each Unit Owner shall be responsible for maintaining insurance on the contents of such Owner's Unit, any additions and improvements to such Unit, the personal property therein maintained, and the personal property of the Unit Owner situated at any other location within the Condominium

#### ARTICLE XIV

##### Damage or Destruction; Reconstruction

A. Determination by the Association. In the event of damage or destruction to any part of the Condominium, the Association, through the Board or through its authorized agent, shall promptly, and in any event within twenty (20) days after the date of damage or destruction, make each of the following determinations with respect to such damage or destruction, employing such advice as deemed available:

1. The nature and extent of the damage or destruction, together with an inventory of the improvements and property directly affected.
2. A reasonably reliable estimate of the cost to repair and restore the damage and destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible licensed parties.
3. The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

4. The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds.

5. Whether the Board or its authorized agent recommends that such damage or destruction shall be repaired or restored.

B. Notice of Damage or Destruction. The Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, provide Unit Owners and each affected Mortgagee with a written notice summarizing the initial determination made pursuant to Section A above. If the Board fails to so do within thirty (30) days, then the Unit Owners or any affected Mortgagees, or both, if applicable, may make the determination required pursuant to this Section B.

C. Definitions; Restoration; Emergency Work.

1. As used in this Article, the words “repair,” “reconstruct,” “rebuild” or “restore” shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

2. As used in this Article, the term “emergency work” shall mean that work which the Association deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and reasonably necessary to protect Unit Owners and the Association from liability because of the condition of the site.

D. Restoration by the Association.

1. The Association shall promptly repair and restore the damage and destruction, use available insurance proceeds for same, and pay for the actual cost of repair and restoration in excess of insurance proceeds received as a Common Expense. All insurance proceeds available for such repair and restoration shall be used for such purpose until all such proceeds are exhausted, and such insurance proceeds shall not be paid to others or applied for other purposes until payment for all repair and restoration expenses has been made in full. Excess insurance proceeds may be distributed to Unit Owners and affected Mortgagees as their interests may appear.

2. The Association shall have the authority to employ architects and attorneys, to advertise for bids, to let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Association, by means of insurance proceeds and sufficient assessments, has provided for the total cost thereof.

3. The Association may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company or such similar firm or institution to act as an insurance trustee to adjust and settle any claim for loss or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

E. Decision Not to Restore; Disposition. Any damage or destruction to the Condominium, or any portion thereof, shall be repaired or restored promptly by the Association unless: (1) the Condominium is terminated; (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (3) eighty (80%) percent of the Unit Owners, including every Owner of a Unit which will not be rebuilt, vote not to rebuild. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (2) the insurance proceeds attributable to Units that are not rebuilt shall be distributed to the Owners of those Units, or to Mortgagees as their interests may appear; and (3) the remainder of the insurance proceeds shall be distributed to all of the Unit Owners or Mortgagees as their interests may appear, in proportion to the allocated interests assigned to each such Unit. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests shall be automatically reallocated as if the Unit had been condemned under Article XV hereof, and the Association promptly shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any other provision hereof, in the event that the Condominium is terminated, the distribution of insurance proceeds shall be governed by the provisions of Idaho Code.

#### ARTICLE XV Condemnation

A. Consequences of Condemnation; Notices. If, at any time during the continuance of the Condominium pursuant to this Declaration, all or any part of the Condominium shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance of such taking, the provisions of this Article shall apply, and notice of the proceeding or proposed acquisition shall promptly be given to each Unit Owner and to each Mortgagee.

B. Proceeds. All compensation, damages or other proceeds from such taking, the sum of which is called in this Declaration the "condemnation award," shall be payable proportionately to Unit Owners.

C. Complete Taking. In the event that the entire Condominium is taken or condemned, or is sold or otherwise disposed of in lieu thereof or in avoidance thereof, the condominium form of ownership pursuant hereto shall terminate. The condemnation award shall be apportioned among the Unit Owners in proportion to their respective allocated interests in the Common Elements; provided, that if a standard different from the value of the Condominium as a whole is employed to measure the condemnation award in negotiations, judicial decree or otherwise, then in determining such apportionment the same standard shall be employed to the extent it is relevant and applicable. Any such condemnation award shall, before it is distributed

to Unit Owners in accordance with their respective percentage of allocated interests in the Common Elements, be used first to pay all Mortgages and liens on the Condominium and on the Units, for which the Association or the Unit Owners as a whole are responsible, then be used to pay all Mortgages and liens on each Unit within the Condominium to the extent of the prorata portion of the award otherwise distributable to the Unit Owner to which such Mortgage or lien attaches.

D. Partial Taking. In the event that less than the entire Condominium is taken or condemned, or is sold or otherwise disposed of in lieu thereof or in avoidance thereof, the condominium form of ownership hereunder shall not terminate. The Unit Owners shall be entitled to a share of the condemnation award to be determined in the following manner:

1. As soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award among compensation, damages and other proceeds.

2. The Association shall first apportion the amounts so allocated to the taking of, or injury to, the Common Elements, which in turn shall be apportioned among the Unit Owners in proportion to the Unit Owners' respective allocated interests in the Common Elements.

3. The total amount allocated to severance damages shall then be apportioned to the Units which were not taken or condemned.

4. The respective amounts allocated specifically to the taking of, or injury to, any Unit and/or improvements the Unit Owner had made within such Unit shall be allocated to such Unit.

5. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

6. If an allocation of the condemnation award is already established in negotiations, judicial decree or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable.

7. Distribution of apportioned proceeds shall be made to the Unit Owners and the Unit Owners' respective Mortgagees in the manner provided in Section C of this Article.

E. Reductions of Units Upon Partial Taking. In the event that (a) a partial taking occurs which, pursuant to Section D of this Article, does not result in a termination of the Condominium hereunder, and (b) at least one (1) Unit is taken or condemned and (c) the condemning authority elects not to hold, use and own said Unit subject to and in accordance with this Declaration, then the provisions of this Section E shall take effect immediately upon the condemning authority taking possession of the Unit or Units so taken or condemned:

1. The Units subject to this Declaration shall be reduced in number to those which were not so taken or condemned.

2. The Common Elements subject to this Declaration shall be reduced to the remaining Common Elements not so taken or condemned.

3. The percentage of allocated interests in the Common Elements shall be recalculated so that the adjusted allocated interests assigned to each Unit not so taken or condemned shall retain the same percentage of undivided interest in the Common Elements in relation to the other remaining Units, but the percentage of each remaining Unit should be recalculated in order that the total of such percentages shall equal one hundred percent (100%).

4. Except with respect to the share of proceeds apportioned pursuant to Section D of this Article, no Unit Owner or Mortgagee of any Unit so taken or condemned shall have any right, title, interest, privilege, duty or obligation in, to or with respect to the Association or all, or any portion of, the Condominium which remains subject to this Declaration and which is not so taken or condemned.

5. Except as otherwise expressly provided in this Section E, the rights, title, interests, privileges, duties and obligations of Unit Owners and Mortgagees of the Units not so taken or condemned (and in, to or with respect to the Association and the Common Elements) shall continue in full force and effect as provided in this Declaration.

6. The provisions of this Section E shall be binding upon and inure to the benefit of the Unit Owners and all Mortgagees of (and other persons having or claiming to have any interest in) any Unit. All such Unit Owners, Mortgagees and other persons covenant to execute and deliver any documents, agreements or instruments (including, but not limited to, appropriate amendments to the Declaration and Condominium Plat) as are reasonably necessary to effectuate the provisions of this Section E.

F. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by procedures specified in Article XIV; provided, however, the Association may retain and apply such portion of the condemnation award as is necessary to discharge any liability for any special assessment arising from the operation of such Article.

## ARTICLE XVI Limitation of Liability

A. Liability for Utility Failure and Certain Personal and Real Property Damage. Except to the extent covered by insurance pursuant to Article XIII, neither the Declarant, nor the Board, nor the Association nor the Unit Owners shall be liable for injury or damage to persons or property caused by the elements or other events of nature, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any common pipes, drains, conduit, appliances or equipment, or from any other place, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance

or orders of a governmental authority. No diminution or abatement of assessments shall be claimed or allowed for such injury or damage or for such inconvenience or discomfort. This Section shall not be interpreted to impose any form of liability by implication upon any Unit Owners.

B. No Personal Liability. If the Unit Owners, the Association, the Board, their agents and/or the Declarant have acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person or entity, then such persons or entities shall not be liable to any Unit Owners or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this Section B shall not apply where the consequences of such act, omission, error or negligence are actually and fully covered by insurance obtained pursuant to Article XIII, nor shall it apply to the extent prohibited by the Act.

C. Indemnification. Each Officer, Director or other person or committee member duly authorized by the Association, by the Board or by the Declarant to manage this Condominium and/or the Association, when exercising the powers and duties of the Board and/or of an officer, shall be indemnified by the Unit Owners against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed in connection with any proceeding to which he or it may be a party, or in which he or it may become involved, by reason of holding or having held such position, whether or not he or it holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or its duties; provided, that in the event of a settlement, the indemnification shall apply only when the Unit Owners approve such settlement before it becomes binding upon the party being indemnified hereunder.

## ARTICLE XVII Mortgagee Protection

A. Priority of Mortgages. Notwithstanding all other provisions of this Declaration and except as limited by the provisions of the Act, the liens created under this Declaration upon each Unit for assessments shall be subject to and subordinate to any real property tax liens attaching to such Unit and against any Mortgages which were given in good faith and for value against the Unit. When such Mortgagee or other purchaser obtains possession of the Unit as a result of Mortgage foreclosure, such Mortgagee or other purchaser shall not be liable for the Common Expense liability chargeable to the Unit which became due prior to the date on which such foreclosing Mortgagee was legally entitled to complete such foreclosure and take possession of the Unit, but shall be liable for the Common Expense liability relating thereto accruing after such date. For the purposes of this Article, the term "Mortgages" shall not include real estate contracts, and the term "Mortgagee" shall not include a real estate contract vendor or the assignee of a vendor of a real estate contract regarding such Unit.

B. Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction or condemnation, or as otherwise provided

in Idaho Code § 55-1511, no Unit Owner shall, without the prior written consent of the first Mortgagee of the Unit, seek to abandon the condominium status of the project.

C. Partitions, Divisions and Combinations. Except as provided in Article XIX, no Unit Owner shall partition, divide or combine a Unit, or abandon, partition, divide, encumber or sell any Common Elements, or accept any proposal to do so, without the unanimous approval of the first Mortgagees of the affected Unit(s), and the unanimous approval of the Board.

D. Change in Percentages. Except as provided in Article XX, the Unit Owners shall not amend the Declaration to materially change the percentage of allocated interests assigned to any Unit, without the prior written approval of all first Mortgagees of the Units affected by such change or amendment.

E. Copies of Notices. In the event the Association gives a Unit Owner any notice that such Unit Owner has, for more than thirty (30) days, failed to meet any obligation under the Condominium documents, including the obligation to pay assessments, the Association shall also give a copy of such notice to any Mortgagee of such Unit who has requested to be so notified.

F. Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded, unless the amendment shall be approved in writing by the affected Mortgagee, except for those amendments which relate to a merger of the Condominium with other parcels and those amendments relating to the conformance of the Condominium Plat with actual construction. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of this Declaration or the Bylaws shall control over such other inconsistent provisions.

G. Insurance. The Mortgagee of a Unit has the right to demand, by written request, the following:

1. That a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien be provided by the Association.

2. That any insurance carrier give the Association and any and all insureds (including such Mortgagees) at least thirty (30) days written notice before canceling, reducing the coverage or limits of, or otherwise substantially modifying any insurance with respect to such property on which such Mortgagee has a lien (including cancellation for a premium non-payment).

3. That written notice be provided by the Association of any loss or condemnation affecting Common Elements, if such loss or condemnation exceeds Ten Thousand Dollars (\$10,000.00).

4. That written notice be provided by the Association of any loss, damage or condemnation affecting the Unit in which such Mortgagee has an interest, if such loss, damage or condemnation exceeds One Thousand Dollars (\$1,000.00).

## ARTICLE XVIII

### Easements

A. General. In addition to rights under the Act, each Unit is hereby granted an easement in and through each of the other Units and all of the Common Elements, for all support elements and utility, wiring, conduit, heat, sewer, storm drainage, water and service elements, and for reasonable access to same, as required to effectuate and continue proper operation of the Condominium. Without limiting the foregoing, each of the Units and all Common Elements are specifically subject to an easement for the mutual benefit of each other for all duct work or ventilation stacks. In addition, each of the Units and all the Common Elements are specifically subject to easements as required for any electrical system, electrical wiring, plumbing, heating systems, telephone and cable lines and systems, sewer systems, storm drainage systems, fire alarms, water distribution systems, and all other similar equipment for the benefit of each Unit and the entire Condominium. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for the benefit of the Declarant as reserved by the Act.

B. Easements and Rights Reserved. Declarant hereby reserves non-exclusive easements over, across and through each Unit and the Common Elements for the benefit of itself, its successors and assigns and the Association. The reserved easements are for ingress to and egress from the Units and for access to, over and under the Common Elements of the Condominium in order to connect and utilize any water, sanitary sewer, storm sewer, conduit, electricity, telephone and/or cable systems, fire pumps, bollards, drainage systems, and other utility lines now established or hereafter to be built in the Condominium. Such reservations in favor of Declarant are expressly for the purpose of allowing the completion of the balance of the improvements, but are not limited to such purposes. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of any Unit in the Condominium. Declarant further reserves an easement over, under, across and through the Common Elements for the benefit of itself, its successors and assigns, and the Association for the purpose of remodeling, refurbishing or construction of other improvements, reserving to Declarant and to such others the right to create all reasonable noise, clutter, dirt and debris as may be necessary in completing said construction, subject to the obligations to remove the same upon completion.

C. Encroachments. Each Unit and all Common Elements are hereby declared to have an easement over all other Units and all of the Common Elements for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the buildings or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Unit Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no

event shall a valid easement for encroachment be created in favor of any Unit Owner if said encroachment occurred due to the willful act or acts of such Unit Owner or his agent. In the event any Unit or Common Elements are partially or totally destroyed, and then repaired or rebuilt, the adjacent Unit Owners agree to grant an easement for changes in the structure required by law at the time of such repair or rebuilding. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

ARTICLE XIX  
Procedures for Division or Combination

Except as provided in Article XVII, dividing, adjusting and/or combining of the Units or Common Elements are subject to the following provisions:

A. Combining Units and Common Elements;

1. A Unit Owner of two or more Units may combine one or more Units with another Unit (adjacent and in the same building), as a matter of right, but if and only if the combining Unit Owner meets each of the following requirements and accepts each of the following obligations:

a. The combining Unit Owner is the vested owner of each Unit to be combined.

b. The combining Unit Owner shall first, and before any combining act is undertaken, send written notice to the Association identifying which Units are intended to be combined; which notice shall include a narrative description and plan drawings, including the size of doorways and doors to be installed between combined Units.

c. The existing walls between Units are a Common Element. If all or any part of the existing wall (a Common Element) between combined Units is going to be removed, it shall be removed in a manner that will not adversely affect the structural integrity of any other Common Element, including, but not limited to, the remaining portion of the Common Elements, including the roof, walls and floor.

d. If all or any part of the existing wall (a Common Element) between combined Units is removed, the Unit Owner shall provide the Association with proof that either (1) a building permit has been obtained before commencement of the demolition and re-construction, or (2) that a building permit is not required.

e. If all or any part of the existing wall (a Common Element) between combined Units is removed, the Unit Owner shall advise the Association in writing that the construction (both demolition and any re-construction) shall be completed in no more than fourteen (14) business days, including the complete site removal of all deconstructed materials, which deconstruction materials shall not be disposed of by means of the Association's garbage disposal services.

f. If all or any part of the existing wall (a Common Element) between combined Units is removed, the Unit Owner causing the Units to be combined shall indemnify and hold all other Owners and the Association harmless from any claim by another Unit Owner that the combination of Units did not take place as per the requirements of this Section.

g. If and when the combining Unit Owner elects to sell one of the combined Units apart from the combined Units, the combining Unit Owner shall first restore the wall between Units (a Common Element) in the same manner as it existed before it was removed, before the closing of any sale.

h. The combining of Units as permitted by this Section shall not require an amendment to the Condominium Plat nor a requirement to amend this Declaration.

i. The combining of Units as permitted by this Section shall not change the method by which Association assessments are to be calculated.

2. Other Combinations. No Units or Common Elements may be combined in any other manner.

B. Costs. Any Unit Owner who is authorized to proceed with such division, adjustment or combination shall bear the entire cost of amending and recording the Condominium Plat and Declaration, as well as all costs associated with any approved renovations incident thereto, and such Unit Owner shall indemnify and hold the Association and all other Unit Owners harmless on account thereof.

## ARTICLE XX

### Amendment of Declaration, Condominium Plat

A. Declaration Amendment. Any amendments shall be made in a manner required by Idaho Code § 55-1501 et seq., those laws promulgated by Ada County, Idaho, that are not otherwise inconsistent with Idaho Code § 55-1505 et seq, and subject to the review of the Ada County Surveyor prior to being recorded. Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration of FIFTY FIVE STORAGE CONDOS, commonly known as Eagle Storage Condos," which instrument shall set forth the entire amendment. Amendments to the Declaration shall be effective when duly adopted by the vote of sixty percent (60%) of all Unit Owners, either at a meeting of the Unit Owners called for that purpose, or by the signature approval of Unit Owners on a document setting forth the amendment change(s). Notwithstanding the provisions of paragraph 1, Section B, of Article X of this Declaration, and for no purpose other than voting on amendments to this Declaration, until Declarant has sold seventy-five percent (75%) of the Units, Declarant shall be entitled to three (3) votes per Unit owned by Declarant. An amendment when adopted shall bear the signature of the President of the Association and shall be attested to by the Secretary of the Association, each of whose signatures shall be acknowledged. Amendments shall be effective upon recording. Any decision changing the allocated interests of any Unit, except as provided herein, shall require the approval of all Owners of that Unit, and any such amendment affecting the allocated

interests shall be by unanimous consent of all Unit Owners actually affected by such change. Any amendment to this Declaration will be completely effective to amend any or all of the covenants, conditions, restrictions or reservations contained herein which are intended to be affected, unless otherwise specifically provided in the Section being amended or the amendment itself.

B. Condominium Plat Amendment. Except as otherwise provided herein, the Condominium Plat may be amended by completion of revised versions or revised portions thereof, such amendment having been approved as a part of any amendment to the Declaration as provided for herein. Such amendment to the Condominium Plat shall be effective upon recording in conjunction with the Declaration amendment. The authority for the filing of an amended Condominium Plat shall be determined by the same percentage vote as is required to amend this Declaration.

C. Discontinuance of Condominium. Any decision or failure to act by the Unit Owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this Condominium or removal of the Real Property from the provisions of the Act, shall, if such decision or failure to act is sufficient with respect to the Act, also terminate and discontinue the effect of any and all of the covenants, conditions, restrictions and reservations set forth herein and all provisions of the Condominium Plat, unless other specific provision is made by recorded amendments to the Declaration and, if required, to the Condominium Plat; provided, however, that no such termination shall be sought or accomplished other than with full compliance with the provisions of Idaho Code § 55-1510, as presently adopted or as hereafter amended.

## ARTICLE XXI Compliance with Declaration

A. Enforcement. Unit Owners shall comply with the provisions of this Declaration, the Bylaws, and the rules and regulations adopted by the Association, all as the same may be lawfully amended from time to time, together with all decisions adopted pursuant to this Declaration, the Bylaws and such rules and regulations. Failure to comply shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of a lien, or any combination of same.

B. No Waiver of Strict Compliance. The failure of any Unit Owner or of the Association in any one or more instances to insist upon strict compliance with any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, or any rules and regulations adopted, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but the same shall remain in full force and effect. The receipt and acceptance by the Association of any payment of an assessment from a Unit Owner, with knowledge of any such breach by such Unit Owner, shall not be deemed a waiver of such breach, and no waiver by the Association or the Unit Owners of any provision in this Declaration shall be deemed to have been made unless expressed in writing and signed by the

Board, on behalf of the Association, or by all of the affected Unit Owners. This Section shall also extend to the managing and authorized agents of the Association and of any Unit Owners exercising the power of their respective principals.

C. Costs and Attorney Fees. In any proceeding arising because of an alleged default by any Unit Owner with respect to any provision of this Declaration, the prevailing party shall be entitled to recover the cost of the proceeding, the cost of title search, if any, and all other related costs and reasonable attorney's fees incurred in such proceedings and in any appeals taken therefrom.

## ARTICLE XXII

### Interpretation

A. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development, construction and operation of this Condominium pursuant to the laws of the State of Idaho and in accordance with the other provisions of this Declaration.

B. Consistent with Act. The terms such as, but not limited to, "Unit," "Unit Owners," "Association," "Building," "Common Elements," "Common Expenses," "Limited Common Elements," and "Real Property," used in this Declaration are intended to have the same meanings given in the Act unless the context clearly requires otherwise.

C. Covenant Running With Land. This Declaration shall be operative as a set of covenants running with the land and/or as equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

D. Unit and Building Boundaries. For interpreting the Condominium Plat, the existing physical boundaries of the buildings and each Unit, as constructed, shall be conclusively presumed to be their respective boundaries.

E. "Person." When interpreting the term "person" in this Declaration, the singular may include the plural and the masculine may include the feminine, or vice versa, where the context so permits or requires.

F. Declarant-Original Unit Owners. Declarant is the original Owner of the Units and will continue to be deemed the Unit Owner except as conveyances or documents changing such ownership are filed for record with appropriate authorities.

## ARTICLE XXIII

### Miscellaneous

A. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder

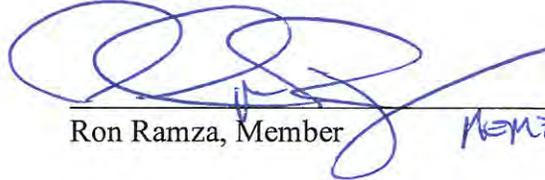
complies with the Act or as covenants affect the common plan.

B. Effective Date. This Declaration shall take effect upon recording.

C. Reference to the Condominium Plat. The Condominium Plat referred to herein was filed with the Ada County Recorder simultaneously with the recording of this Declaration.

DATED this 29<sup>th</sup> day of October, 2015.

DECLARANT:  
BOARDMAN 55, LLC

  
\_\_\_\_\_  
Ron Ramza, Member MEMBER

STATE OF IDAHO            )  
  ) ss  
COUNTY OF Ada         )

On this 29<sup>th</sup> day of October, 2015, before me, a Notary Public in and for said State, personally appeared Ron Ramza, known or identified to me to be a Member of BOARDMAN 55, LLC, that he executed the within instrument on behalf of said limited liability company and acknowledged to me that such company executed the same.



Kathleen Moss  
\_\_\_\_\_  
NOTARY PUBLIC for the State of Idaho  
Residing at: Boise, Id  
My Commission Expires: 10-7-21

**SCHEDULE "A"**  
**EXTERIOR BOUNDARY DESCRIPTION**  
**FOR**  
**FIFTY FIVE STORAGE CONDOS**

The following describes a Parcel of Land being a portion of Parcel "B" as shown on Record of Survey Number 9928, Recorded as instrument No.2014-083670, Records of Ada County, Idaho lying in a portion of the NE 1/4 NE 1/4 of Section 15, Township 4 North., Range 1 East., Boise Meridian., Ada County, Idaho and more particularly described as follows:

**COMMENCING** at the Northeast Corner of said Section 15 marked by a 5/8" iron pin; From said Corner, the East 1/4 Corner of said Section 15 bears, South 00°37'12" West, 2643.52 feet; Thence along the Easterly Boundary Line of the NE 1/4 of said Section 15, South 00°37'12" West, 660.90 feet to a point; Thence leaving said Easterly Boundary Line, North 89°42'56" West, 43.50 feet to a 5/8" iron pin on the Westerly Right of Way Line of North Horseshoe Bend Road as described in ACHD Right of Way Warranty Deed Instrument No. 2015-043139, Records of Ada County, Idaho, the **POINT OF BEGINNING**:

Thence along the Westerly Right of Way Line of North Horseshoe Bend Road, South 00°37'12" West, 195.45 feet to a set 5/8" iron pin with Plastic Cap "KOERNER PLS 8251";

Thence leaving said Westerly Right of Way Line, North 89°42'56" West, 439.50 feet along the Line Common with Parcels "A & B" of said Record of Survey to a set 5/8" iron pin with Plastic Cap "KOERNER PLS 8251" marking the Corner Common with said Parcels "A & B";

Thence continuing along said Common Boundary Line, South 00°37'12" West, 135.00 feet to a point being the Corner Common with said Parcels "A & B"; From said point, a 1.0 foot Witness Corner being a set 5/8" iron pin with Plastic Cap "KOERNER PLS 8251" bears North 00°37'12" East, 1.00 feet;

Thence leaving said Common Boundary Line, and along the Southerly Boundary Line of said Parcel "B", North 89°42'56" West, 843.33 feet to the Easterly Right of Way Line of State Highway 55 marked by a set 5/8" iron pin with Plastic Cap "KOERNER PLS 8251" marking the Southwest Corner of said Parcel "B";

Thence leaving said Southerly Boundary Line, and along the Easterly Right of Way Line of State Highway 55, also being the Westerly Boundary Line of said Parcel "B", North 00°35'46" East, 330.45 feet to a 5/8" iron pin with Plastic Cap "KOERNER PLS 8251" marking the Northwest Corner of said Parcel "B";

Thence leaving said Easterly Right of Way Line, and said Westerly Boundary Line, and along the Northerly Boundary Line of said Parcel "B", South 89°42'56" East, 1282.97 feet to the **POINT OF BEGINNING**:

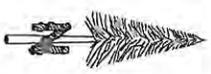
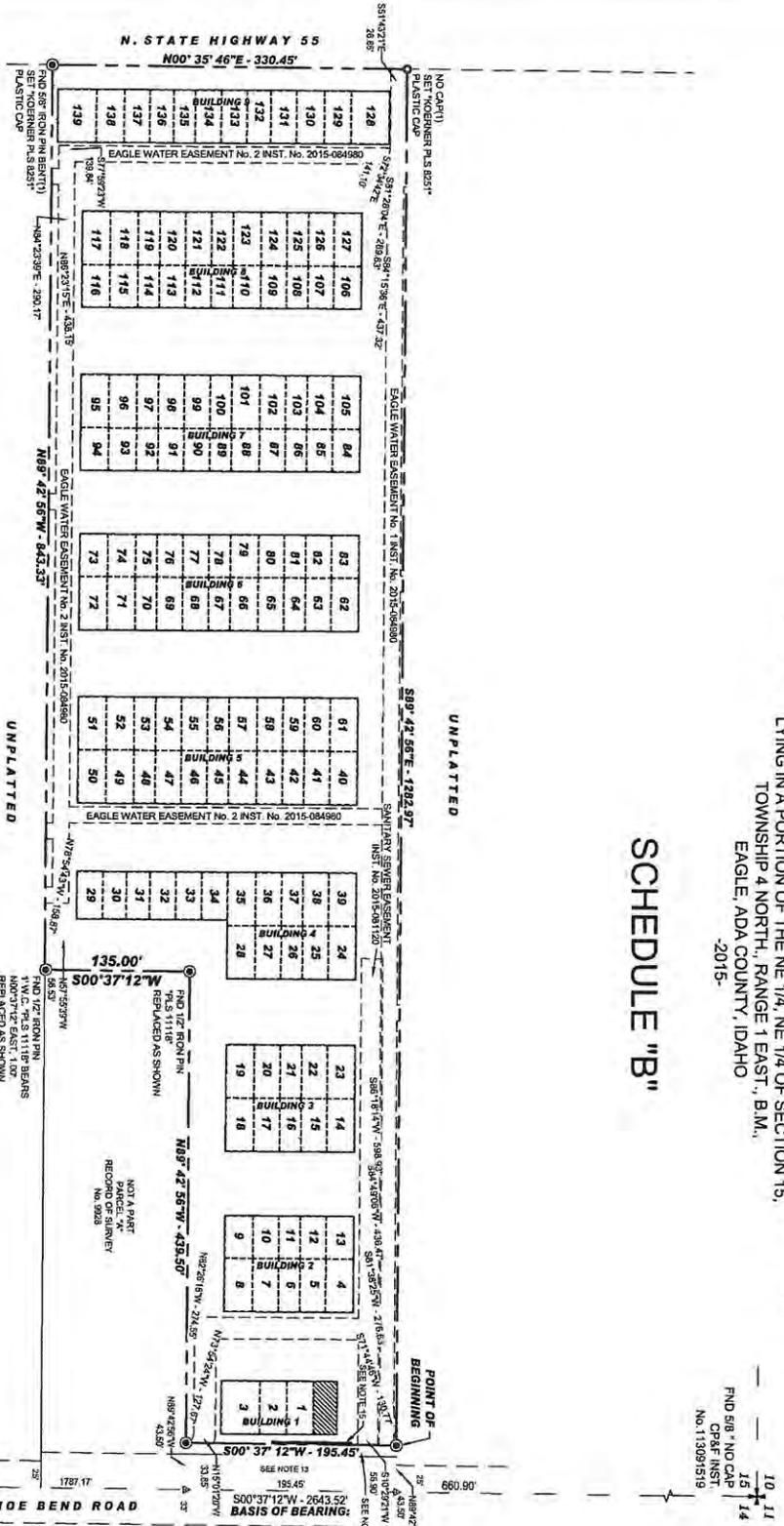
**Said Parcel of Land contains 8.37 acres more or less.**



# FINAL PLAT OF FIFTY FIVE STORAGE CONDOS

A PORTION PARCEL "B" OF RECORD OF SURVEY No. 9928, INSTRUMENT No. 2014-083670  
LYING IN A PORTION OF THE NE 1/4, NE 1/4 OF SECTION 15,  
TOWNSHIP 4 NORTH, RANGE 1 EAST, B.M.,  
EAGLE, ADA COUNTY, IDAHO  
-2015-

## SCHEDULE "B"



### LEGEND

- SECTION CORNER AS NOTED
- 1/4 CORNER AS NOTED
- SET 5/8" REBAR WITH PLASTIC "KOEHRNER PLS 8251"
- CALCULATED POINT
- FOUND 5/8" REBAR AS NOTED
- WITNESS CORNER
- UNIT NUMBER
- PROJECT BOUNDARY LINE
- RIGHT-OF-WAY LINE
- PARCEL LINE
- EASEMENT LINE
- INTERIOR UNIT WALL LINE
- SECTION LINE
- TIE LINE
- COMMON AREA

### RECORD DATA

- 1) RECORD OF SURVEY No. 9928
- 2) RECORD OF SURVEY No. 8325
- 3) WARRANTY DEED INST. No. 2014-082104
- 4) WARRANTY DEED INST. No. 2014-085410

### NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE ESTABLISHED NORMAL, HIGH GROUNDWATER ELEVATION.
3. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE CITY OF EAGLE ZONING ORDINANCE. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE LOT PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE CITY OF EAGLE ZONING CODE.
4. ANY AMENDMENTS TO THIS CONDOMINIUM SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF AMENDMENT, OR ALLOWED BY CONDITIONAL USE, AND ADA COUNTY HAS A REVIEW PROCESS FOR CONDOMINIUM AMENDMENTS REFERRED TO AS PROJECT AMENDMENTS. THE AREAS WHICH SURROUND AND PROVIDE ACCESS TO THE BUILDINGS, INCLUDING FENCING AND ALL PAVED OR ASPHALTED AREAS TO ENTER THE SAME ARE A PORTION OF THE LAND AS DESCRIBED IN SCHEDULE "A" AND ALL OTHER PARTS OF THE REAL PROPERTY NECESSARY OR CONVENIENT TO ITS EXISTENCE, OPERATION, MAINTENANCE AND SAFETY, INCLUDING THE RIGHTS OF ACCESS UNDER EASEMENTS REFERRED TO IN THE DECLARATION OR SET FORTH ON THE CONDOMINIUM PLAT. SEE ARTICLE "V" OF DECLARATIONS FOR ADDITIONAL INFORMATION REFERRING TO COMMON ELEMENTS.
5. DECLARANT HEREBY PRESERVES NON-EXCLUSIVE EASEMENTS OVER ACROSS AND THROUGH EASEMENTS AND ASSOCIATION, THE RESERVED EASEMENTS ARE FOR THE COMMON USE AND ASSIGNMENTS AND THE ASSOCIATION, THE RESERVED EASEMENTS ARE FOR THE COMMON USE AND ASSIGNMENTS AND FOR ACCESS TO, OVER AND UNDER, THE COMMON ELEMENTS OF THE CONDOMINIUM IN ORDER TO CONNECT AND UTILIZE ANY WATER, SANITARY SEWER, STORM SEWER, CONDUIT, ELECTRICAL, TELEPHONE AND/OR CABLE SYSTEMS, FIRE PUMPS, BOLLARDS, DRAINAGE SYSTEMS, AND OTHER UTILITY LINES NOW ESTABLISHED OR HEREAFTER ESTABLISHED FOR THE PURPOSES OF ALLOWING THE COMMON USE AND ASSIGNMENTS. IMPROVEMENTS BUT ARE NOT LIMITED TO SUCH PURPOSES. THE EASEMENTS RESERVED HEREBY SHALL NOT BE EXERCISED IN A MANNER THAT WILL OVERLAP OR MATERIALLY IMPAIR THE USE AND ENJOYMENT OF ANY UNIT IN THE CONDOMINIUM. DECLARANT FURTHER RESERVES AN EASEMENT OVER, UNDER, ACROSS AND THROUGH THE COMMON ELEMENTS FOR

6. THE GENERAL OF THESE, ITS SUCCESSORS AND ASSIGNS, AND THE ASSOCIATION FOR THE PURPOSE OF REMODELING, REPAIRING, OR CONSTRUCTION, OTHER ALTERNATIVE, REPAIRING, OR CONSTRUCTION, TO SUCH OTHERS THE RIGHT TO CREATE ALL REASONABLE NOISE, CLUTTER, DIRT AND DEBRIS AS MAY BE NECESSARY IN COMPLETING SAID CONSTRUCTION, SUBJECT TO THE OBLIGATIONS TO REMOVE THE SAME UPON COMPLETION, SEE ARTICLE "XVIII" OF DECLARATIONS FOR ADDITIONAL INFORMATION REFERRING TO EASEMENTS.
7. TIES TO THE BUILDINGS SHOWN ON THIS PLAT ARE TO THE INSIDE CORNER FACE OF WALL ON THE FIRST FLOOR AS SHOWN HEREON.
8. "UNIT" SHALL MEAN A PORTION OF THE CONDOMINIUM PLAT DESIGNATED FOR SEPARATE OWNERSHIP BY DEED OR OTHER LAWFULLY APPROPRIATE INSTRUMENT OF CONVEYANCE, AND WHICH IS FURTHER IDENTIFIED BY SCHEDULE "B". THE BOUNDARIES OF WHICH ARE DESCRIBED IN ARTICLE "IV" OF WHICH IS ALSO IDENTIFIED IN THE CONDOMINIUM PLAT. A UNIT SHALL NOT INCLUDE THE SURROUNDING RIGHTS OVER THE UNIT, NOR THE AIRSPACE RIGHTS OVER IRRIIGATION WATER HAS BEEN PROVIDED FROM THE BOISE VALLEY DITCH COMPANY, IN COMPLIANCE WITH IDAHO CODE 31-5801 (N). COMMON AREAS WITHIN THE CONDOMINIUM WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE PROPERTY WILL BE CALLED FOR ASSESSMENTS FROM THE BOISE VALLEY IRRIGATION DITCH COMPANY. INDIVIDUAL UNITS WILL NOT BE PROVIDED WITH IRRIGATION WATER.
10. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM CENTRAL DISTRICT HEALTH.
11. ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION REFERENCE.
12. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
13. 33 RIGHT OF WAY DEDICATION ALONG HORSESHOE BEND ROAD PER A.C.H.D. WARRANTY DEED INST. No. 2014-082944.
14. ADDITIONAL 105' OF RIGHT OF WAY DEDICATED ALONG HORSESHOE BEND ROAD PER A.C.H.D. WARRANTY DEED INST. No. 2014-082944.
15. ACID SEEPAGE BEDROCK UNDERMINANCE EASEMENT PER INST. No. 2015-040138 AND 2015-050749.
16. ACID LICENSE AGREEMENT INST. No. 2015-042896.



REVISION: 11/17/15 JOB NO. 14047 SHEET 1 OF 6 SHEETS

# FINAL PLAT OF FIFTY FIVE STORAGE CONDOS -2015- SCHEDULE "B"

UNPLATTED

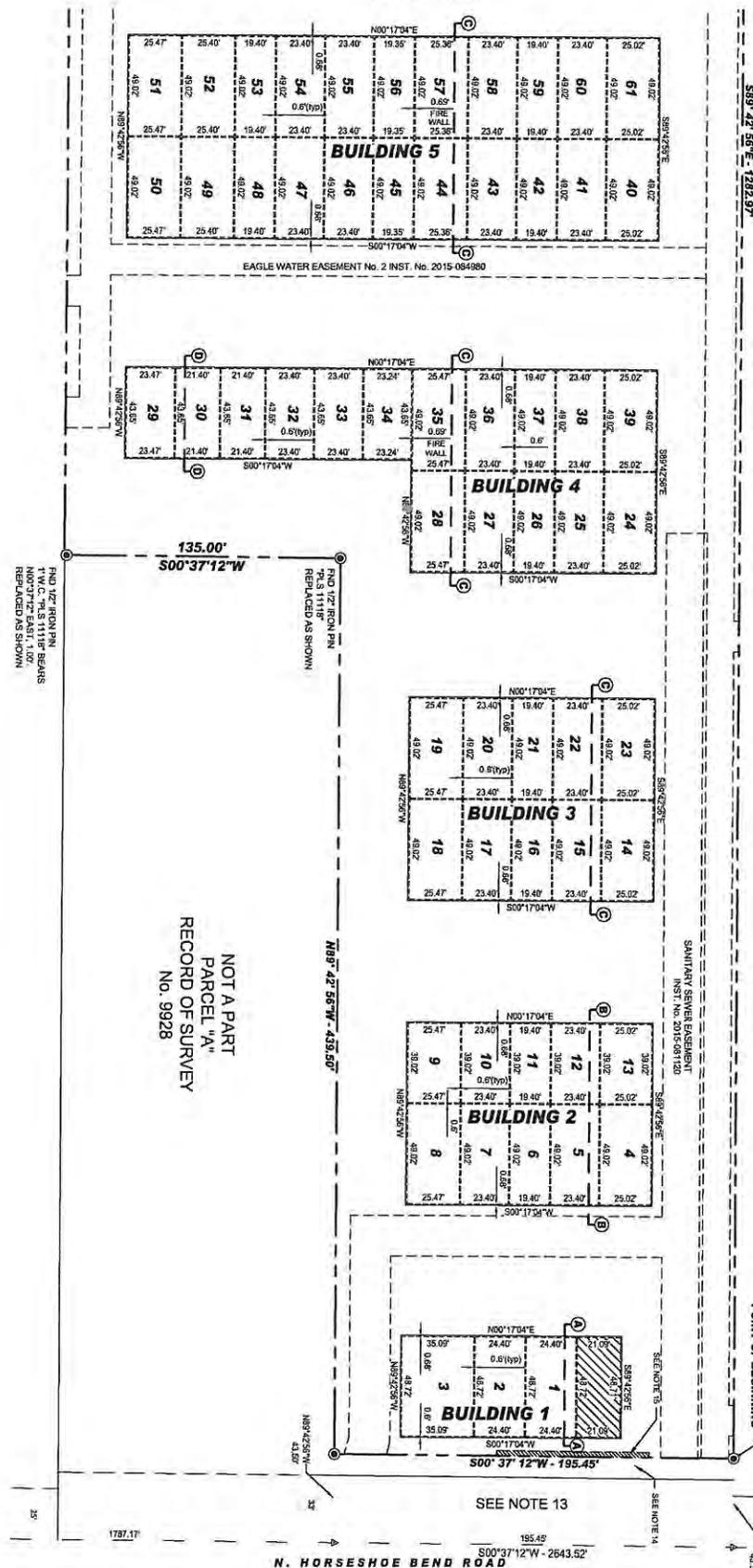
589' 42.56"E - 1282.97'

POINT OF BEGINNING

SEE SHEET 1 FOR  
NOTES AND LEGEND



SEE SHEET 3



NOT A PART  
PARCEL "A"  
RECORD OF SURVEY  
NO. 9928

FIND 1/2\"/>



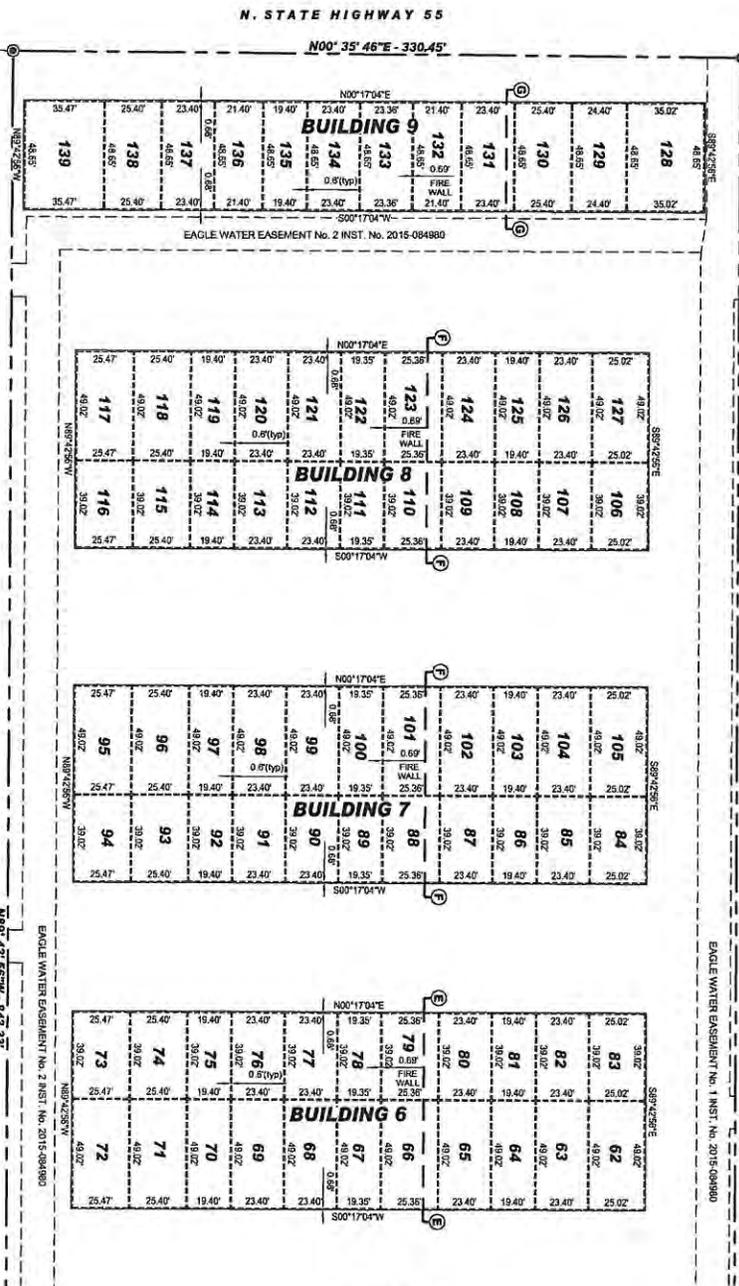
**TIMBERLINE SURVEYING**  
ENGINEERS  
SURVEYORS  
PLANNERS

807 PARK CENTRE WAY, SUITE 1, NAMDIA, IDAHO 83601  
208-465-9687

# FINAL PLAT OF FIFTY FIVE STORAGE CONDOS

-2015-

## SCHEDULE "B"

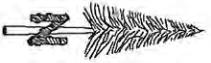


NO (PART) 1  
8251 PLASTIC CAP

NO (PART) 1  
8251 PLASTIC CAP



SEE SHEET 1 FOR  
NOTES AND LEGEND



ENGINEERS  
SURVEYORS  
REVISIONS: 11/17/15

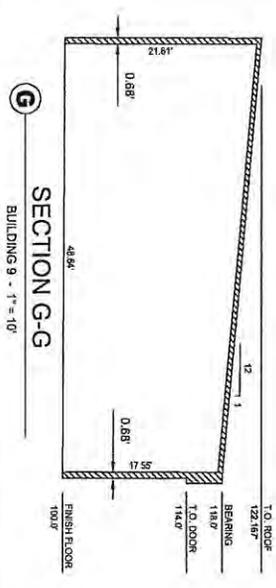
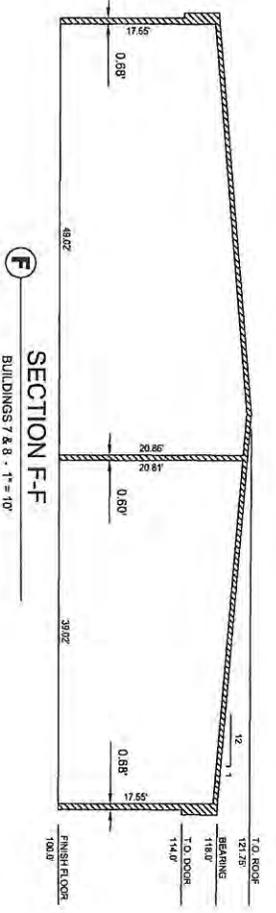
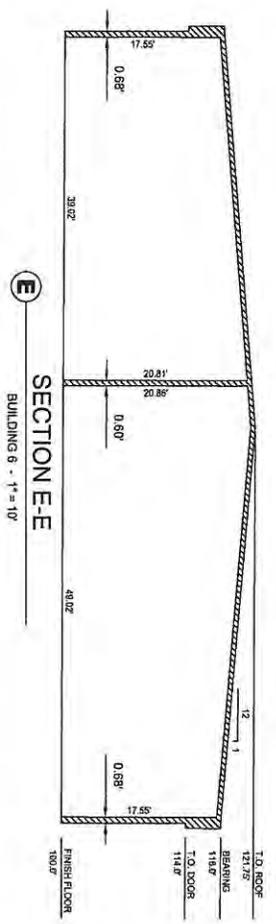
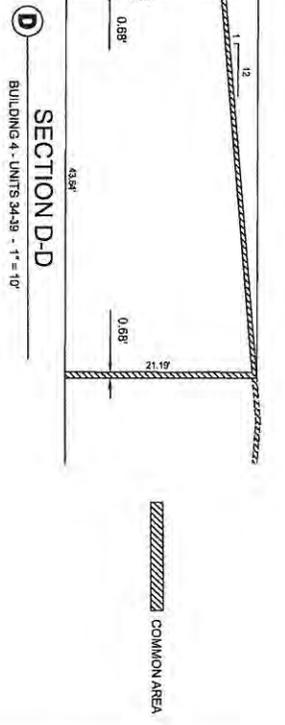
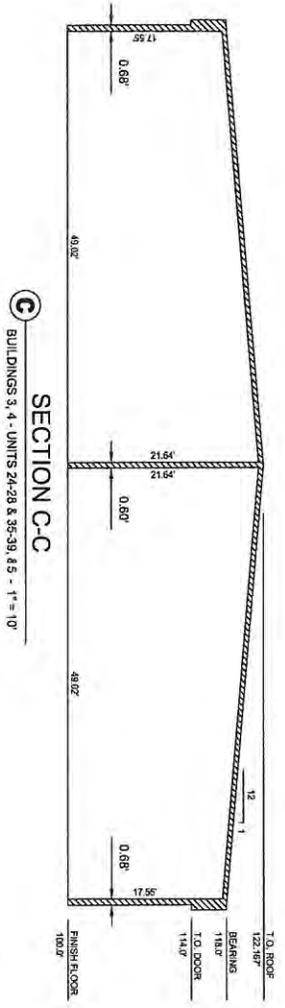
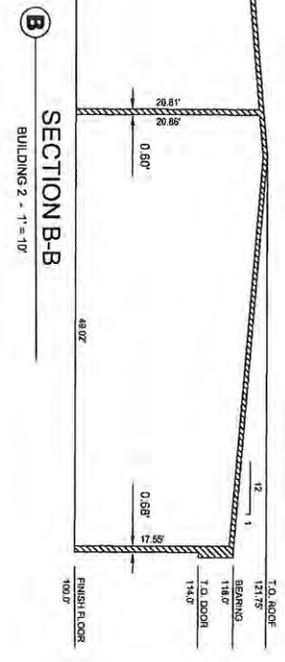
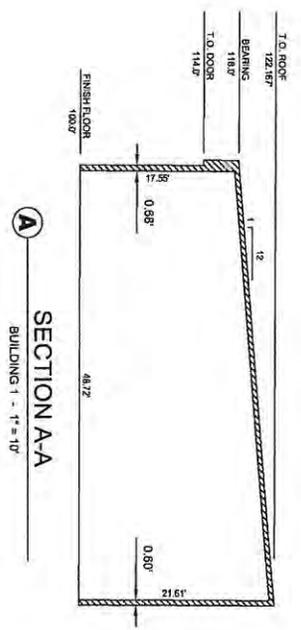
**TIMBERLINE**  
SURVEYING

847 PARK CENTRE WAY, SUITE 3, NAPERVILLE, ILLINOIS 60563  
308-465-5987

JOB NO. 14047 SHEET 3 OF 6 SHEETS

# FINAL PLAT OF FIFTY FIVE STORAGE CONDOS SCHEDULE "B"

-2015-



REVISED: 10/28/15  
JOB NO. 14047 SHEET 4 OF 6 SHEETS



# FINAL PLAT OF FIFTY FIVE STORAGE CONDOS

-2015-

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT  
 THE FORCING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY  
 HIGHWAY DISTRICT COMMISSIONERS ON THE 23<sup>RD</sup> DAY OF SEPTEMBER, 2015

CHAIRMAN ACHD Jim Hansen 9/23/15  
 DATE



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF PACIE ADA COUNTY, IDAHO, DO  
 HEREBY CERTIFY THAT ON THIS 8 DAY OF MAY, 2015, THE ZONING ADMINISTRATOR,  
 ON BEHALF OF THE CITY COUNCIL, DULY APPROVED AND ACCEPTED THIS CONDOMINIUM  
 PLAT.

CITY CLERK Nancy Johnson 11/4/15  
 DATE



CERTIFICATE OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF PACIE ADA COUNTY, IDAHO,  
 DO HEREBY CERTIFY THAT I HAVE CHECKED THIS CONDOMINIUM PLAT AND THAT THE PACIE  
 CITY REQUIREMENTS REGARDING CONDOMINIUMS HAVE BEEN MET.

CITY ENGINEER Michael W. Davis 9-30-15  
 DATE

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN  
 SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR  
 HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE  
 RE-MOVED IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A  
 CERTIFICATE OF DISAPPROVAL.

DISTRICT HEALTH DEPARTMENT, EHS Don Pak 8-18-15  
 DATE



CERTIFICATE OF COUNTY TREASURER  
 I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF  
 IDAHO, PER THE REQUIREMENTS OF I.C. 50-20A, DO HEREBY CERTIFY THAT ANY AND ALL  
 CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY AND LIEB IN  
 THIS CONDOMINIUM PROJECT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR  
 THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER Vicky McDevitt 11/11/2015  
 DATE

by Treasurer Denny



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY  
 CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF  
 IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUMS.

COUNTY SURVEYOR David S. Blalock 11-17-2015  
 DATE

PLS 5359



COUNTY RECORDER'S CERTIFICATE

State of Idaho }  
 County of Ada } ss

I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_  
 at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock, M.,  
 on this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
 Book \_\_\_\_\_ of Plats and Pages \_\_\_\_\_ through \_\_\_\_\_  
 Instrument No. \_\_\_\_\_

Deputy \_\_\_\_\_  
 County Recorder



PROFESSIONAL LAND SURVEYORS  
 REGISTERED  
 8251  
 STATE OF IDAHO  
 DON PAK  
 HOOPER

ENGINEERS  
 SURVEYORS  
 PLANNERS

TIMBERLINE SURVEYING  
 807 PARK CENTRE WAY, SUITE 3, NAMPA, IDAHO 83907  
 208-465-5887

REVISION: 05/10/15 JOB NO. 14047 SHEET 6 OF 6 SHEETS

## SCHEDULE "C"

### Allocation of percentage of ownership in the common area (Common Elements) for tax assessment and liability purposes.

Each Unit Owner, of a Constructed Unit, shall be allocated an equal percentage of ownership interest in the common area (Common Elements) for tax assessment purposes under I.C. Section 55-1514 and for purposes of liability as provided in I.C. Section 55-1515. This allocation is made because the difference in the size of Units (prior to any permitted combining) is relatively insignificant compared to the similarity of uses and benefits of the common area (Common Elements.) Even if one or more Units are combined in the manner permitted, the combined Units shall continue to receive the per Unit tax assessment allocation (before combining).

### Allocation of ownership in the common area (Common Elements) for Association assessment purposes.

Each Unit Owner, of a Constructed Unit, shall be allocated, and pay to the Association, an equal percentage of the Association's Common Expenses related to the operation, maintenance and replacement of the Common Elements in the manner set forth in this Declaration. This allocation is made because the difference in the size of Units (prior to any permitted combining) is relatively insignificant compared to the similarity of uses and benefits of the common area (Common Elements.). The term "Constructed Unit" is not intended to change the meaning or definition of "Unit" as is set forth in this Declaration and/or the Condominium Plat. It is only a term used for allocation of Common Expenses to the Association. A Constructed Unit shall be and mean a Unit within a building that is fully constructed and ready for occupancy by the ultimate "End User." The Declarant is not an End User.

# SCHEDULE "C"

## FIFTY FIVE STORAGE CONDOS ALLOCATION SCHEDULE

Building	Address	Unit #	Rate
1	Club / RR	common	
	101	1	1 / 139th
	102	2	1 / 139th
	103	3	1 / 139th
2	201	4	1 / 139th
	202	5	1 / 139th
	203	6	1 / 139th
	204	7	1 / 139th
	205	8	1 / 139th
	206	9	1 / 139th
	207	10	1 / 139th
	208	11	1 / 139th
	209	12	1 / 139th
	210	13	1 / 139th
3	301	14	1 / 139th
	302	15	1 / 139th
	303	16	1 / 139th
	304	17	1 / 139th
	305	18	1 / 139th
	306	19	1 / 139th
	307	20	1 / 139th
	308	21	1 / 139th
	309	22	1 / 139th
	310	23	1 / 139th
4	401	24	1 / 139th
	402	25	1 / 139th
	403	26	1 / 139th
	404	27	1 / 139th
	405	28	1 / 139th
	406	29	1 / 139th
	407	30	1 / 139th
	408	31	1 / 139th
	409	32	1 / 139th
	410	33	1 / 139th
	411	34	1 / 139th
	412	35	1 / 139th
	413	36	1 / 139th
	414	37	1 / 139th
	415	38	1 / 139th
	416	39	1 / 139th

Building	Address	Unit #	Rate
5	501	40	1 / 139th
	502	41	1 / 139th
	503	42	1 / 139th
	504	43	1 / 139th
	505	44	1 / 139th
	506	45	1 / 139th
	507	46	1 / 139th
	508	47	1 / 139th
	509	48	1 / 139th
	510	49	1 / 139th
	511	50	1 / 139th
	512	51	1 / 139th
	513	52	1 / 139th
	514	53	1 / 139th
	515	54	1 / 139th
	516	55	1 / 139th
	517	56	1 / 139th
	518	57	1 / 139th
	519	58	1 / 139th
	520	59	1 / 139th
	521	60	1 / 139th
	522	61	1 / 139th
6	601	62	1 / 139th
	602	63	1 / 139th
	603	64	1 / 139th
	604	65	1 / 139th
	605	66	1 / 139th
	606	67	1 / 139th
	607	68	1 / 139th
	608	69	1 / 139th
	609	70	1 / 139th
	610	71	1 / 139th
	611	72	1 / 139th
	612	73	1 / 139th
	613	74	1 / 139th
	614	75	1 / 139th
	615	76	1 / 139th
	616	77	1 / 139th
	617	78	1 / 139th
	618	79	1 / 139th
	619	80	1 / 139th
	620	81	1 / 139th
	621	82	1 / 139th
	622	83	1 / 139th

Building	Address	Unit #	Rate
7	701	84	1 / 139th
	702	85	1 / 139th
	703	86	1 / 139th
	704	87	1 / 139th
	705	88	1 / 139th
	706	89	1 / 139th
	707	90	1 / 139th
	708	91	1 / 139th
	709	92	1 / 139th
	710	93	1 / 139th
	711	94	1 / 139th
	712	95	1 / 139th
	713	96	1 / 139th
	714	97	1 / 139th
	715	98	1 / 139th
	716	99	1 / 139th
	717	100	1 / 139th
	718	101	1 / 139th
	719	102	1 / 139th
	720	103	1 / 139th
	721	104	1 / 139th
	722	105	1 / 139th
8	801	106	1 / 139th
	802	107	1 / 139th
	803	108	1 / 139th
	804	109	1 / 139th
	805	110	1 / 139th
	806	111	1 / 139th
	807	112	1 / 139th
	808	113	1 / 139th
	809	114	1 / 139th
	810	115	1 / 139th
	811	116	1 / 139th
	812	117	1 / 139th
	813	118	1 / 139th
	814	119	1 / 139th
	815	120	1 / 139th
	816	121	1 / 139th
	817	122	1 / 139th
	818	123	1 / 139th
	819	124	1 / 139th
	820	125	1 / 139th
	821	126	1 / 139th
	822	127	1 / 139th

Building	Address	Unit #	Rate
9	901	128	1 / 139th
	902	129	1 / 139th
	903	130	1 / 139th
	904	131	1 / 139th
	905	132	1 / 139th
	906	133	1 / 139th
	907	134	1 / 139th
	908	135	1 / 139th
	909	136	1 / 139th
	910	137	1 / 139th
	911	138	1 / 139th
	912	139	1 / 139th

ARTICLES OF INCORPORATION  
OF  
EAGLE STORAGE CONDOS OWNERS, INC.  
an Idaho Corporation

KNOW ALL MEN BY THESE PRESENTS: The undersigned, being a natural person of full age, legally competent to enter into contracts, and a citizen of the United States of America, does hereby voluntarily adopt the following Articles of Incorporation for the purpose of forming a corporation pursuant to the provisions of Title 30, Chapter 1, Idaho Code:

ARTICLE ONE  
NAME

The true name of this corporation is Eagle Storage Condos Owners, Inc., an Idaho corporation.

ARTICLE TWO  
DECLARATION

The corporation formed by these Articles shall be a corporation as provided for by Idaho Code Section 30-1-1, *et seq.*

ARTICLE THREE  
DURATION

This corporation shall have perpetual duration.

ARTICLE FOUR  
PURPOSES

The nature, objects, purposes, and powers of this corporation are as follows:

The corporation is organized exclusively for the purpose of performing any and all acts necessary, proper, or incidental to the rights, powers, and duties conferred upon the corporation (as the Association) under that certain Declaration to Establish FIFTY FIVE STORAGE CONDOS which Declaration shall be filed in the records of Ada County, Idaho, hereinafter referred to as the "Declaration," as the same may, from time to time, be amended. Whenever the word "Association" is used in the Declaration, it is intended to mean this corporation.

The corporation may have and exercise all such powers conferred by the Declaration, and by Idaho law consistent with the purposes of the Declaration, and in carrying out its purposes the corporation may do any and all things necessary thereto and may exercise any and all powers not prohibited by the Declaration, these Articles of Incorporation, or by Idaho law.

#### ARTICLE FIVE TAX STATUS

This corporation does not contemplate earning gain or profit from operations for the reason that Assessments, as defined by the Declaration, are intended to exactly cover the corporation maintenance expenses and costs of operations and no more. In the event the corporation should need to retain Assessments above the operating expenses incurred in any given tax year, the Directors may establish reasonable sinking funds to provide for future Association goals and obligations in a manner consistent with the duties of the Association and consistent with tax law; and such excess shall not be deemed to be profit from operations to the extent allowed by tax law, nor shall these overage amounts, if any, be distributed to corporation Members, Directors, or Officers. However, this restriction shall not be construed to prohibit the payment of reasonable compensation for services actually rendered for the benefit of the corporation, nor to prohibit the conferring of benefits upon the corporation's Members in conformity with the purposes expressed in these Articles or the Declaration.

#### ARTICLE SIX SHARES, SHAREHOLDERS/MEMBERS

This corporation is authorized to issue exactly 139 shares to coincide with 139 Units as defined in the Declaration. There shall be two share classes, known as Class One and Class Two Shares. Class One Shares shall be issued only to a person (or entity) who is a Unit Owner of a unit in FIFTY FIVE STORAGE CONDOS, commonly known as Eagle Storage Condos, as defined by the Declaration, except BOARDMAN 55, LLC. Class One Shares shall be entitled to one vote per share on Membership voting matters. Class Two Shares shall be issued only to BOARDMAN 55, LLC or its assigns. Class Two Shares shall be entitled to three votes per share on Membership voting matters. Shareholders of the corporation are also known as Members of the Association; and the words "Shareholder" and "Member" shall have the same meaning in the respective instruments (these Articles and the Declaration). Shareholders/Members shall, as long as a Unit is owned, remain Shareholders/Members, unless otherwise removed in a manner required by the Declaration. Every Member shall be entitled to all membership rights as set out under Article X of the Declaration, and every Member shall bear pro-rata membership duties, including the obligation to pay Assessments levied by the Association. A Member may not actually receive a shareholder or stock certificate, but the failure to receive a share certificate shall not relieve that person as a Member of the burden to pay Assessments. No Member shall hold or retain any membership interest in the Association nor any shareholder interest in the corporation, nor sell or transfer any membership interest or share apart from the ownership of a Unit, as defined by the Declaration.

Members of this corporation shall not be personally liable for the acts, debts, liabilities, or obligations of the corporation; but all Members are personally liable for the Assessments due the Association properly levied according to the requirements of the Declaration.

ARTICLE SEVEN  
BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors.

There shall be three (3) Directors of this corporation. BOARDMAN 55, LLC shall appoint the corporation's Directors for the first five years of operations, and thereafter Directors shall be elected for terms, according to the Declaration and By-laws, at the annual meeting of Members. The following persons are appointed to the initial Board of Directors, to serve until their successors are elected as set forth above:

	<u>Name</u>	<u>Address</u>
(a)	John Baker	9049 N Horseshoe Bend Road Eagle, ID 83616
(b)	Ron Ramza	9049 N Horseshoe Bend Road Eagle, ID 83616
(c)	Shane Jimenez	9049 N Horseshoe Bend Road Eagle, ID 83616

Directors acting in good faith shall not be personally liable for the general acts, debts, liabilities, or obligations of the corporation.

ARTICLE EIGHT  
BY-LAWS

BOARDMAN 55, LLC shall adopt an initial set of By-laws for this corporation, which shall be consistent with the Declaration, these Articles, and Idaho law. The By-laws may be amended, added to, or repealed by the Directors of the corporation, subject to a majority vote of the Members at any annual membership meeting or at any special membership meeting called for such purpose.

ARTICLE NINE  
OFFICERS

The officers of this corporation shall be elected by the Board of Directors and shall serve for such terms of office as may be designated by the Board of Directors. The officers of this corporation shall be a president, one or more vice presidents, a secretary, a treasurer, and any other officers or assistant officers as may be elected or appointed by the Board of Directors. One person may hold more than one office. The time and manner of election of officers, and their respective authority and duties, shall be as set forth in the By-laws or as may be determined by resolution of the Board of Directors, not inconsistent with the By-laws and the Declaration. Officers acting in good faith shall not be personally liable for the general debts, liabilities, and obligations of the corporation.

ARTICLE TEN  
ASSESSMENTS

Assessments shall be levied upon each Unit Owner as a Member of the Association, for the purposes specified in the Declaration. All Assessments shall be allocated among the Members in the manner set forth in the Declaration. The amount of Assessments and the time of payment and manner of collection thereof shall be fixed by the Board of Directors from time to time in conformity with the provisions set forth in the Declaration. Assessments levied and not paid in a timely manner by a Member shall constitute a lien upon the Member's Unit until paid. Upon notice, such lien may be enforced by the corporation, upon Directors' approval, in a similar manner as a mortgagee may foreclose a mortgage that is in default, and in conformity with the terms and conditions of the Declaration. All Assessments are subordinate to the lien of a first mortgage. Notwithstanding the right of the Association to lien the Unit Owner's Unit, that Member shall also have personal liability for unpaid Assessments in accordance with the Declaration.

ARTICLE ELEVEN  
AMENDMENT

These Articles of Incorporation may be amended by the affirmative vote of sixty percent (60%) of the Members in favor of amendment.

ARTICLE TWELVE  
REGISTERED AGENT AND OFFICE

The initial registered agent of this corporation is Ron Ramza, whose address is 9049 N Horseshoe Bend Road Eagle, ID 83616, and the initial registered office address of the corporation is 9049 N Horseshoe Bend Road Eagle, ID 83616

ARTICLE THIRTEEN  
INCORPORATOR

The name and street address of the incorporator of this corporation is as follows:

Ron Ramza  
9049 N Horseshoe Bend Road  
Eagle, ID 83616

IN WITNESS WHEREOF, the said incorporator has executed these Articles of Incorporation this 29<sup>th</sup> day of OCTOBER, 2015.

  
\_\_\_\_\_  
Ron Ramza

