

**PLAT NOTES**

1. UNIT MEANS THAT AREA BOUNDED BY THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING AND THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING SO DESCRIBED AND THE AIR SPACE SO ENCOMPASSED, AS SHOWN ON THE PLAT, TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED, BUT EXCLUDING THE PERIMETER WALLS, CEILING, FLOOR, ROOF, EXCEPT FLOOR COVERING, ROOF COVERING, PERIMETER WALLS (EXCEPT FOR THE INTERIOR SURFACE OF A PERIMETER WALL, FLOOR OR CEILING), FOUNDATIONS, STAIRS, EXTERIOR CASING, EXTERIOR TRIM, EXTERIOR LIGHTS, EXTERIOR OTHER SERVICES USED BY MORE THAN ONE (1) UNIT, PIPES, VENTS, DUCTS, FLEES, SHUTES, CONDENSERS, WIRES, AND OTHER UTILITY INSTALLATIONS, WHEREVER LOCATED, EXCEPT THE OUTLETS ON THE PLAT, INTERFERING WITH THE PHYSICAL BOUNDARIES OF A UNIT, THE EXISTING PHYSICAL BOUNDARIES AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONSIDERED AS PART OF THE UNIT, UNLESS OTHERWISE SPECIFIED BY THE RECORDS OF RECORDS OR LATERAL MOVEMENT OF THE BUILDING, AND REWARDLES OF MAJOR VARIANCE BETWEEN THE BOUNDARIES SHOWN IN THIS DECLARATION OR THE PLAT, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDING.
2. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE, OR AS SPECIALLY APPROVED BY ORD-0028X.
3. BUILDING SURVEY TIES SHOWN ARE TO FIRST FLOOR EXTERIOR CORNERS (SEE SHEETS 3 & 5).
4. FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND RELATIONSHIPS OF THE UNITS AND COMMON AREA AND COMMON ACCESS, INGRESS, EGRESS AND PARKING EASEMENTS, SEE THE CONDOMINIUM DECLARATION, FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE. **Instrument # 101170594**
5. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEMAND IN IDAHO CODE SECTION 31-3005(B), AND THE REQUIREMENTS IN I.C. 31-3005 ARE NOT APPLICABLE. THE CITY OF BOISE PUBLIC WORKS GRANTED A WAIVER REQUEST MW-7-38 ON SEPTEMBER 4, 2007 FOR THE PRESSURE REGULATION REQUIREMENTS.
6. ALL UNIT ANGLES ARE 90° UNLESS OTHERWISE SPECIFIED.
7. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT FILING AN AMENDED PLAT AS REQUIRED BY THE DECLARATIONS FILED WITH THIS CONDOMINIUM PLAT.
8. UNLESS OTHERWISE SPECIFIED, ALL MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT, ALL BOUNDARY, PARCEL, AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.
9. UNLESS OTHERWISE SHOWN, THIS CONDOMINIUM PROJECT HAS A PERMANENT EASEMENT FOR BOISE CITY STREET LIGHTS OVER THE FIVE (5) FEET ADJACENT TO W. GRAND AVENUE AND S. 15TH STREET. THIS EASEMENT SHALL NOT PRECLUDE THE INSTALLATION OF LANDSCAPING AND ACCESS TO EACH UNIT.

**PLAT OF**

**BUNGALOW NINE CONDOMINIUMS**

A PARCEL OF LAND BEING LOTS 1-4, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9 TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO 2007

BK 100 Pg 12891

**REFERENCES**

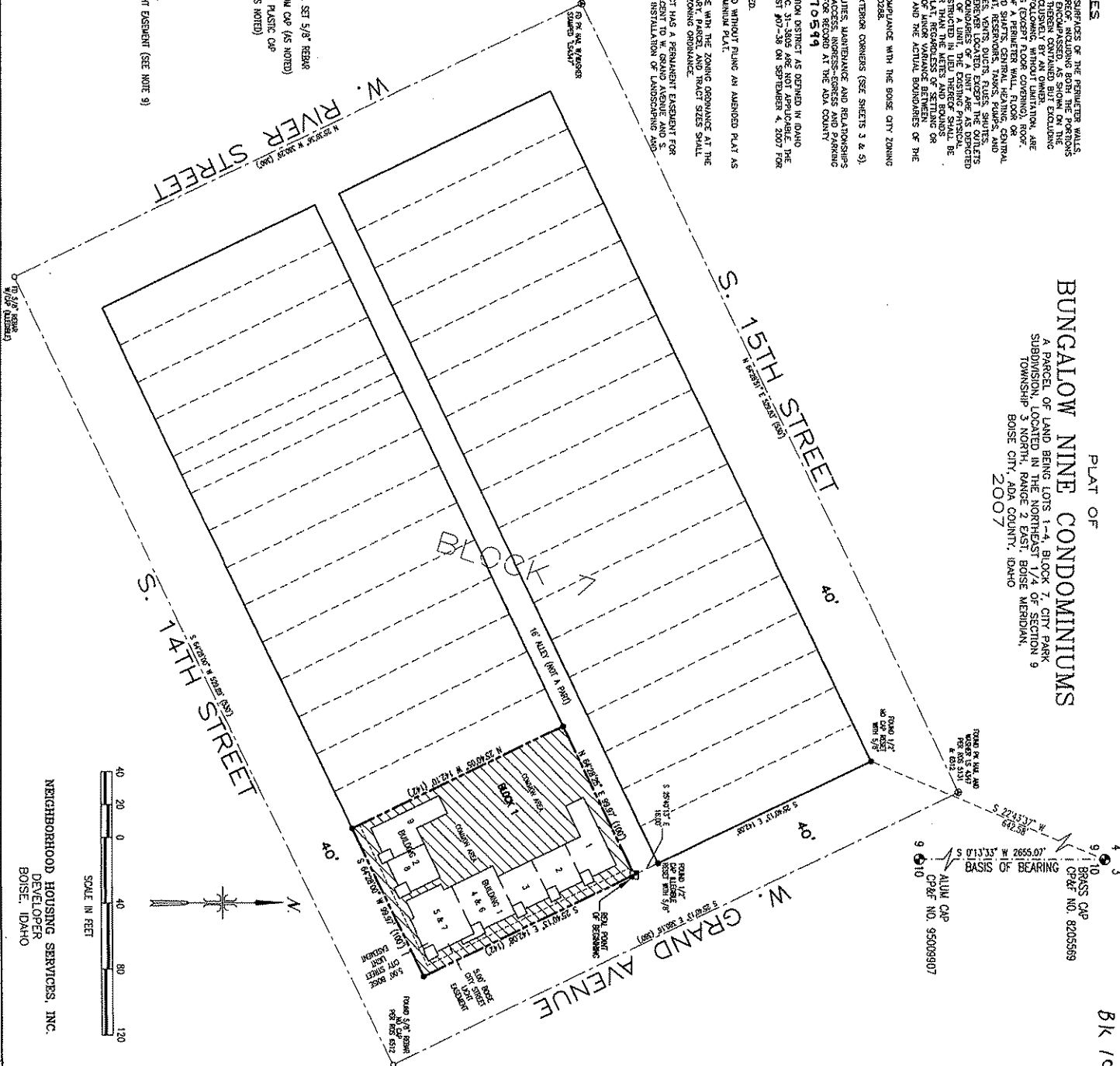
1. RECORD OF SURVEY NO. 5131
2. RECORD OF SURVEY NO. 2776
3. RECORD OF SURVEY NO. 3438
4. RECORD OF SURVEY NO. 6512
5. CITY PARK SUBDIVISION PLAT BOOK 1, AT PAGES 8 & 14

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3	PLAN VENTS UNITS 1-4
4	ELEVATIONS UNITS 1-4
5	PLAN VENTS UNITS 5-11
6	CERTIFICATE OF OWNERS
7	APPROVALS

**LEGEND**

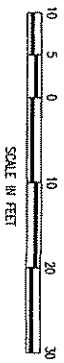
- REAL POINT OF BEGINNING, SET 5/8" REBAR
- FOUND BRASS OR ALUMINUM CAP (AS NOTED)
- SET 5/8"x30" REBAR WITH PLASTIC CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND PER WALL
- BOUNDARY LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING TIES
- ADJACENT PROPERTY LINES
- 5' BOISE CITY STREET LIGHT EASEMENT (SEE NOTE 9)
- DATA OF RECORD
- COMMON AREA



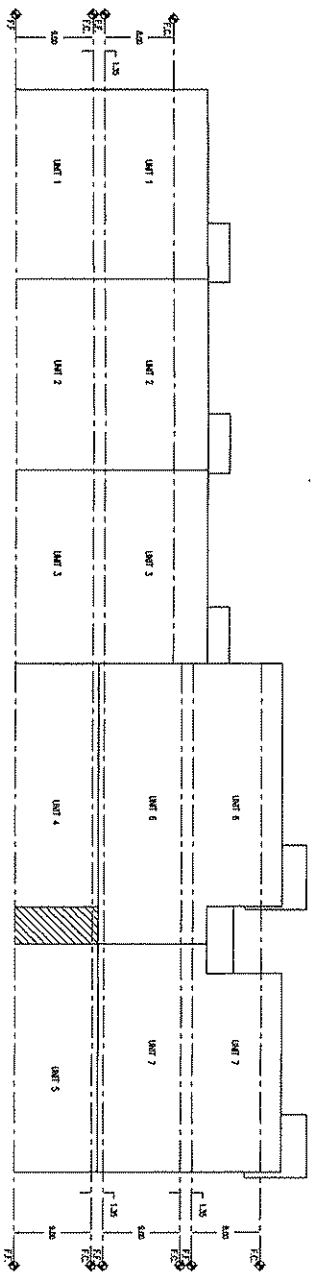
NEIGHBORHOOD HOUSING SERVICES, INC.  
DEVELOPER  
BOISE, IDAHO

BRIGGS ENGINEERING, INC.  
CONSULTING ENGINEERS  
BOISE, IDAHO  
SHEET 1 OF 7  
7007-F1-IND-ONE 12/26/07 CDR

PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 1-5, & 8-9 BUILDING 1  
 ELEVATIONS

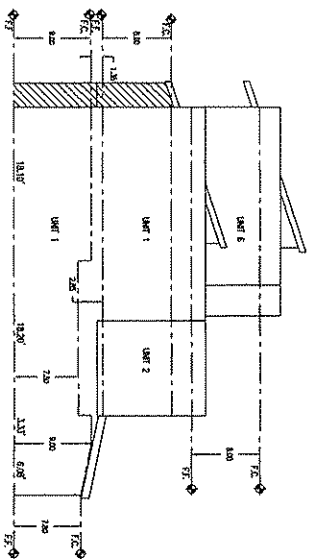


BK 100 Pg 12892

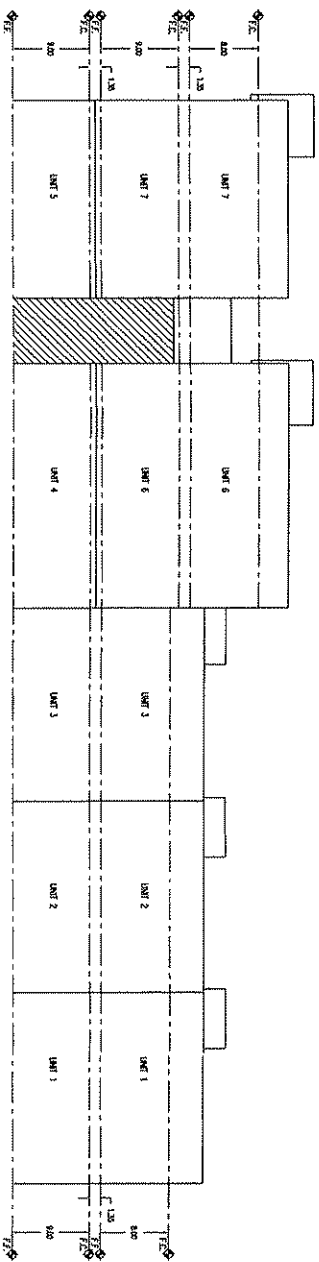


WEST ELEVATION  
 FACING EAST

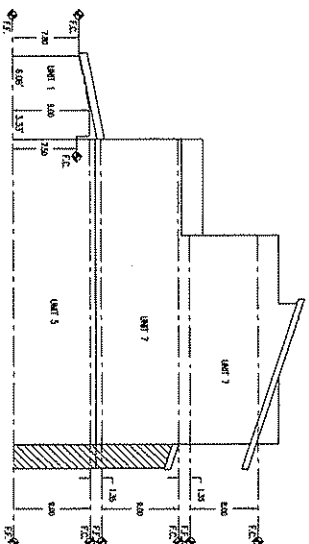
LEGEND  
 F.F. FINISHED FLOOR  
 F.C. FINISHED CEILING  
 VERTICAL BOUNDARY  
 COMMON AREA



NORTH ELEVATION  
 FACING SOUTH



EAST ELEVATION  
 FACING WEST



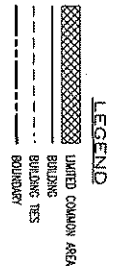
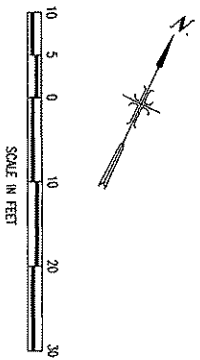
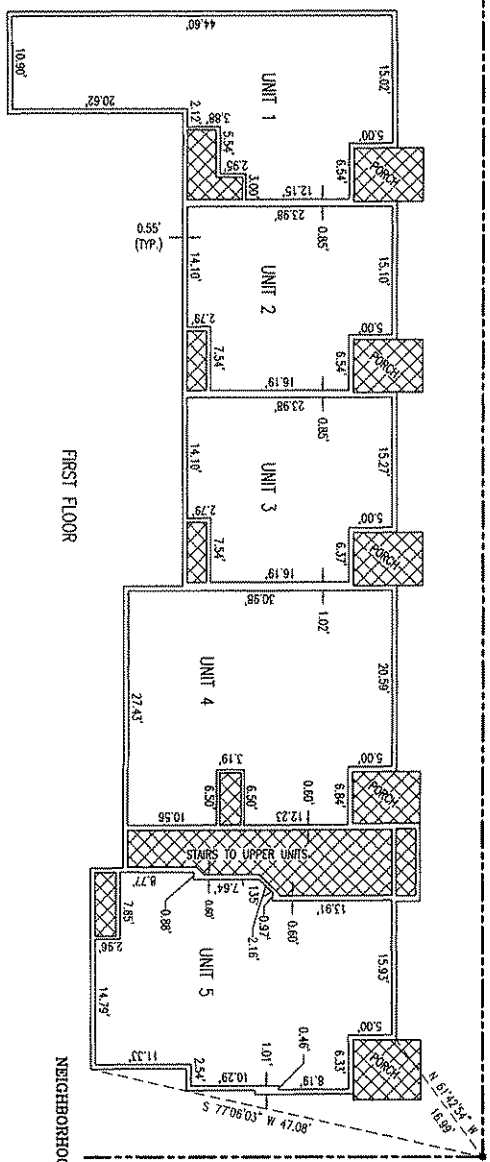
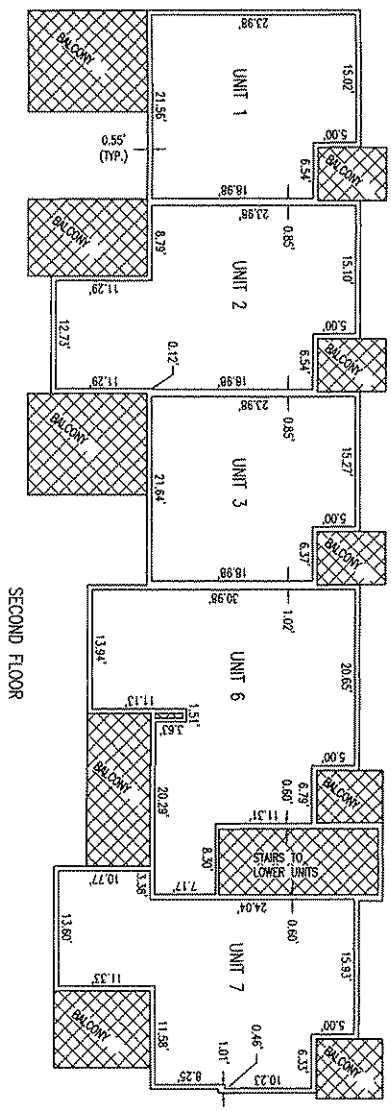
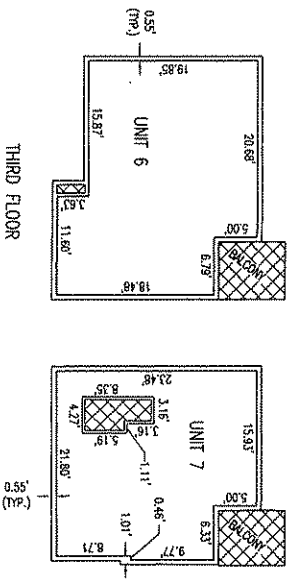
SOUTH ELEVATION  
 FACING NORTH

NEIGHBORHOOD HOUSING SERVICES, INC. BRIGGS ENGINEERING, INC.  
 DEVELOPER CONSULTING ENGINEERS  
 BOISE, IDAHO BOISE, IDAHO



PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 1-5 & 8-9 BUILDING 1  
 PLAN VIEW

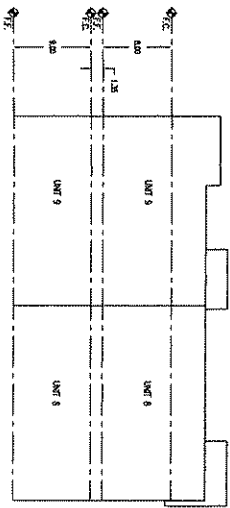
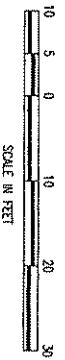
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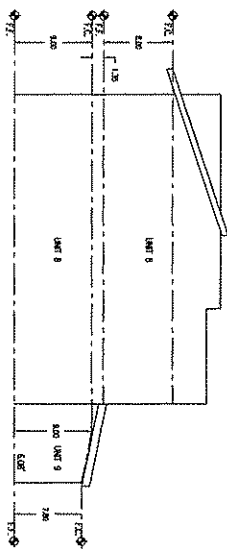
NEIGHBORHOOD HOUSING SERVICES, INC. DEVELOPER  
 BRIGS ENGINEERING, INC. CONSULTING ENGINEERS  
 BOISE, IDAHO

SHEET 3 OF 7  
 70007-PL-PRC.DWG 11/16/07 INT

PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 6 & 7 BUILDING 2  
 ELEVATIONS

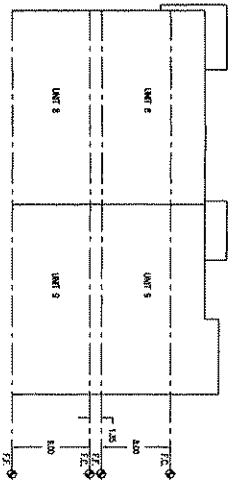


SOUTH ELEVATION  
 FACING NORTH

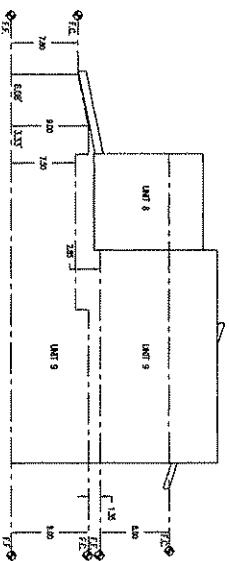


EAST ELEVATION  
 FACING WEST

LEGEND  
 FF FINISHED FLOOR  
 FC FINISHED CEILING  
 --- VERTICAL BOUNDARY



NORTH ELEVATION  
 FACING SOUTH



WEST ELEVATION  
 FACING EAST



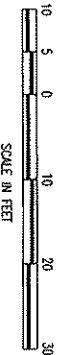
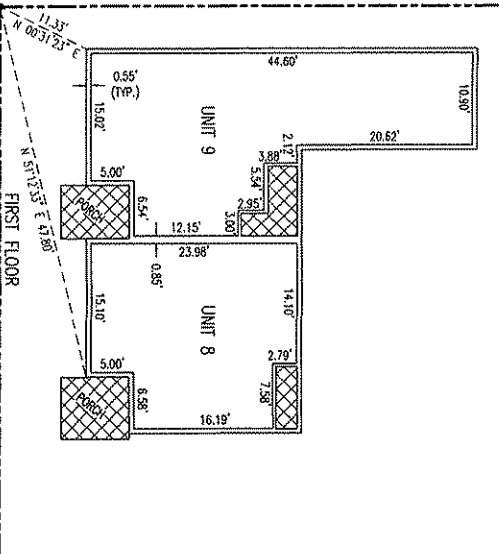
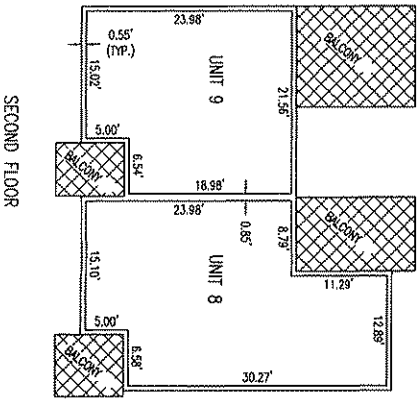
NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

SHEET 4 OF 7  
 2007-01-18/DMC 11/16/07 BME

PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 6 & 7 BUILDING 2  
 PLAN VIEW

BK 100 Pg 12895



- LEGEND**
- LIMITED COMMON AREA
  - BUILDING
  - BUILDING TIES
  - BOUNDARY



BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO  
 SHEET 5 OF 7  
 7007-AV-P&L/MS 11/19/07 BR

NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 CERTIFICATE OF OWNERS

BK 100 Pg 12896

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT NEIGHBORHOOD HOUSING SERVICES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND THAT IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS CONDOMINIUM PROJECT. THE OWNER ALSO HEREBY CERTIFIES THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PERTAINING TO SAID PROJECT AS SET FORTH IN THIS CONDOMINIUM PROJECT. THE OWNER HAS AGREED IN WRITING TO SERVE THIS CONDOMINIUM PROJECT.

A PARCEL OF LAND BEING LOTS 1-4, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, MERIDIAN BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, MERIDIAN BOISE CITY, ADA COUNTY, IDAHO, BEING THE CORNER OF BLOCK 7, CITY PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 1 OF PLATS, AT PAGE 8, RECORDS OF ADA COUNTY; THENCE S 25°40'13" E ALONG SAID WESTERLY RIGHT-OF-WAY OF W. GRAND AVENUE A DISTANCE OF 158.08 FEET TO THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT; THENCE CONTINUING S 25°40'13" E ALONG SAID WESTERLY RIGHT-OF-WAY 142.08 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, OF SAID SUBDIVISION; THENCE S 64°28'00" W ALONG THE NORTH-EASTLY RIGHT-OF-WAY OF S. 14TH STREET A DISTANCE OF 99.97 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 7;

THENCE N 25°40'05" W ALONG THE WESTERLY LINE OF SAID LOT 4, BLOCK 7 A DISTANCE OF 142.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A 16 FOOT WIDE ALLEY; THENCE N 64°28'25" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 99.97 FEET TO THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT. SAID PARCEL CONTAINS 0.33 ACRES, MORE OR LESS.

BEARINGS HEREIN USED ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BEARING S 00°13'33" W.

THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY PUBLIC UTILITIES. TURNS ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS 15th DAY OF November 1988.

*[Signature]*  
 THOMAS L. LAY, EXECUTIVE DIRECTOR  
 NEIGHBORHOOD HOUSING SERVICES, INC.  
 AN IDAHO NONPROFIT CORPORATION

APPROVAL OF THE RECORD SECURITY INTEREST HOLDER  
 HOLDER OF THE LAND INCLUDED IN THIS PLAT:  
 THE UNDERSIGNED HOLDER OF A RECORD SECURITY INTEREST IN THE PROPERTY HEREBY CONSENTS TO THE RECORDATION OF THE PLAT AND THE DECLARATION.

US BANK N.A., A DELAWARE CORPORATION  
*[Signature]*  
 SUSAN W. HOLL, VICE PRESIDENT  
 U.S. BANK, N.A.

ACKNOWLEDGMENT

COUNTY OF Ada )  
 STATE OF IDAHO ) SS

ON THIS 15th DAY OF November 1988, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED Thomas L. Lay, known to me to be the Executive Director of Neighborhood Housing Services, Inc., an Idaho Nonprofit Corporation that executed the instrument on the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



*[Signature]*  
 NOTARY PUBLIC FOR  
 RESIDING AT  
 MY COMMISSION EXPIRES: 11-1-1991

ACKNOWLEDGMENT

COUNTY OF Ada )  
 STATE OF IDAHO ) SS

ON THIS 15th DAY OF November 1988, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO, PERSONALLY APPEARED Susan W. Holl, known to me to be the Vice President of U.S. Bank N.A., an Delaware Corporation that executed the instrument on the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



*[Signature]*  
 NOTARY PUBLIC FOR  
 RESIDING AT  
 MY COMMISSION EXPIRES: 11-1-1991

CERTIFICATE OF SURVEYOR

I, DEAN W. BRIGGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND STATE HEREIN, HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCORDING HERETO REPRESENTS THE POINTS PLATTED THEREON, AND IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE IDAHO CONSTITUTION, STATUTES, ORDINANCES, AND THE CODES OF PROFESSIONAL AND PRACTICE LAWS.

*[Signature]*  
 DEAN W. BRIGGS, P.L.S. 3819



NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

BK 100 P 12697

PLAT OF  
BUNGALOW NINE CONDOMINIUMS  
APPROVALS

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS



CHARLIE  
ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 13th DAY OF JULY 2007.

ENDORSEMENT OF BOISE CITY ENGINEER

BOISE CITY ENGINEER

1. THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR BUNGALOW NINE CONDOMINIUMS.

APPROVAL OF CITY COUNCIL



BOISE CITY CLERK

1. THE UNDERSIGNED, CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF JULY 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CERTIFICATE OF COUNTY SUPERVISOR



COUNTY SUPERVISOR

1. THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT THE PLAT AND THE INSTRUMENTS WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND CONDOMINIUMS.

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 10770665  
STATE OF IDAHO )  
                          ) SS  
COUNTY OF ADA )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF  
Briggs Engineering AT 41 MINUTES PAST 3 O'CLOCK P.M.  
THIS 28th DAY OF December 2007, IN MY OFFICE AND WAS DULY  
RECORDED IN BOOK 100 OF PLATS AT PAGES 12891 THROUGH 12897.  
Z. Dean DEPUTY EX-OFFICIO RECORDER  
FEE \$36-

HEALTH CERTIFICATE



CENTRAL DISTRICT HEALTH DEPARTMENT

SMI-TARY 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-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CERTIFICATE OF COUNTY TREASURER



COUNTY TREASURER

1. THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE RECORDS OF IDAHO CODE 50-1326, DO HEREBY CERTIFY THAT ALL THE CURRENT AND/OR DELINQUENT TAX PAYMENTS DUE ON THE PROPERTY DESCRIBED IN THIS INSTRUMENT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT TWENTY (20) DAYS ONLY.

NEIGHBORHOOD HOUSING SERVICES, INC.  
DEVELOPER  
BOISE, IDAHO

SHEET 7 OF 7  
2007-01-16-10:15 11/15/07 PM



ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 12/28/07 03:41 PM  
DEPUTY Nikola Olson  
RECORDED - REQUEST OF  
Briggs Engineering

AMOUNT 183.00 61



After Recording  
Return to:

Lauren Maiers Reynoldson  
Spink Butler, LLP  
P.O. Box 639  
Boise, ID 83701

FOR RECORDING INFORMATION

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BUNGALOW NINE CONDOMINIUMS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUNGALOW NINE CONDOMINIUMS (this "Declaration") is made this 28<sup>th</sup> day of December, 2007, by Neighborhood Housing Services, Inc., an Idaho nonprofit corporation, hereinafter referred to as "Declarant."



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## 1. RECITALS.

**1.1 Declarant; Property.** Declarant is the owner of certain property in Boise, Ada County, State of Idaho, which is more particularly described on **Exhibit A**, attached hereto and made a part hereof (the "**Property**"), together with every Building, Improvement or structure thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit or enjoyment of the Owners. Declarant intends to provide for ownership of the Property consistent with the Condominium Property Act (Idaho Code § 55-1501 et seq.). Declarant intends that the Property and adjacent real property platted as "Fifteenth Street Condominiums," which is more particularly described on **Exhibit B**, attached hereto and made a part hereof (the "**Fifteenth Street Property**"), will be developed jointly, and pursuant to the terms of this Declaration and all covenants, conditions and restrictions relating to the Fifteenth Street Property.

**1.2 Condominium Ownership.** This Declaration provides a means for ownership of separate interests in residential Units by Owners, and for ownership of the Common Area with other Owners as tenants-in-common, as referenced further in Section 4.5. Such separate and common ownership shall be expressly subject to the terms, conditions, covenants, and restrictions contained herein.

**1.3 Declaration.** Declarant hereby declares that all of the land described above, together with Improvements existing or hereafter erected thereon, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## 2. DEFINITIONS.

**2.1 "Assessments"** means those payments required of Owners and Association Members.

**2.2 "Association"** means Grand Avenue Homes Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns, which manages and maintains the Common Area for the Owners.

**2.3 "Articles"** means the Articles of Incorporation of the Association, attached hereto as **Exhibit D**, and made a part hereof.

**2.4 "Board"** means the Board of Directors of the Association.

**2.5 "Building"** means the buildings constructed on the Property pursuant to this Declaration and includes any other permanent structure as may be constructed on the Property as determined by the Association, and as illustrated on the Final Plat, attached hereto as **Exhibit C**, and made a part hereof.

**2.6 "Bylaws"** means the Bylaws of the Association, attached hereto as **Exhibit D**, and made a part hereof, as the same may be amended from time to time.

**2.7 "Common Area"** means all portions of the Buildings in the Project, excepting all interior and exterior surfaces of the Units including, without limitation, decks, roofs, gutters, downspouts and garages (if any), for the common use and enjoyment of the Owners, or owned in common for the benefit of the Owners, and shall not be dedicated to the public. Such Common Area also includes, without limitation, Building sign(s); entry sign(s); all private utilities, if any; all private sewer lines and manholes, if any; walkways; landscaping; courtyard; driveway(s); sidewalks; curbs; sprinklers; electrical boxes and lines for sprinklers; storm drains; driveways; drainage facilities; parking spaces; and fixtures of any kind whatsoever. The Common Area shall also include all "Common Area" in the Fifteenth Street Property.

**2.8 "Condominium"** means a separate ownership interest in a Unit, Units, or portion thereof, together with all fixtures and improvements therein contained, and together with and undivided interest in common in the Common Area (expressed as a percentage of the entire Ownership interest in the Common Area attributable to those Unit(s) comprising the Project, all as provided further herein).

**2.9 "Declarant"** means Neighborhood Housing Services, Inc., its successors and assigns; provided, however, that such successors or assigns have acquired more than one (1) undeveloped Unit from the Declarant for the purpose of development of the Property and that such Units constitute the remainder of the unconveyed Units in the Project.

**2.10 "Declaration"** means this Declaration of Covenants, Conditions, Restrictions and Easements for Bungalow Nine Condominiums, as it may be amended from time to time.

**2.11 "Improvement"** means any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Project, including, without limitation: all common entryways; service facilities; all utilities; walkways; landscaping; driveways; sidewalks; curbs; security lights; mail boxes; sprinklers; storm drains; and fixtures of any kind whatsoever.

**2.12 "Limited Assessment"** means a charge against a particular Owner and such Owner's Unit, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

**2.13 "Limited Common Area"** means that portion of the Common Area designated in this Declaration and depicted on the Plat for use by certain Unit Owners. Limited Common Area includes, without limitation, porches, balconies, hallways, stairwells and railings, and shall be maintained solely by and solely at the cost of the Owner(s) of the Unit(s) to which the Limited Common Area is appurtenant to the exclusion of all others except by invitation of such Owner(s) to such Unit(s).

**2.14 "Member"** means each person or entity holding a membership in the Association.

**2.15 "Mortgage"** means any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

**2.16 "Mortgagee"** means the holder of any mortgage, deed of trust or other security interest encumbering any Unit within the Project.

**2.17 "Owner"** means the person or other entity holding fee simple interest of record to any Unit which is a part of the Project, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

**2.18 "Party Structure"** means the common wall, fence, driveway, or similar structures between two Units and/or between a Unit and the Common Area, erected for the common benefit, support and convenience of two or more Units and/or Common Area.

**2.19 "Person"** means any individual person, partnership, limited partnership, corporation, joint venture, firm, association, trustee, or other similar legal entity or organization.

**2.20 "Plat"** means that Final Plat for Bungalow Nine Condominiums filed, or to be filed, for record in the office of the County Recorder of Ada County, Idaho, and attached hereto as **Exhibit C** and made a part hereof, as the same may be amended by duly recorded amendments thereof. The Plat describes the location of the Buildings on the Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building, Unit number, and other identifying

information as may be included at the discretion of Declarant. Irrespective of minor variances in the boundaries of Unit(s) expressed in metes and bounds in the Declaration, Plat or deeds, and regardless of any settling or lateral movement of the Buildings, the actual physical boundaries of the Units in the Building (i.e., the existing physical boundaries of the Unit as originally constructed or reconstructed) shall be conclusively presumed to be such Unit boundaries.

**2.21 "Project"** means the entirety of the Property and the entirety of the Fifteenth Street Property, together with all appurtenances and such additions and improvements thereto as may hereafter be brought within the jurisdiction of the Owners, the Fifteenth Street Owners, and/or the Association. The Project may be marketed by Declarant as the **"Grand Avenue Homes."**

**2.22 "Regular Assessment"** means the portion of the cost of maintaining, improving, repairing, managing and operating the Association Property, including the Common Area, and the other costs of the Association, which are to be levied against each Unit and paid by each Owner to the Association, pursuant to the terms of this Declaration.

**2.23 "Special Assessment"** means the portion of the cost of capital improvements or replacements, equipment purchases and replacements, or shortages in the Regular Assessment, which are authorized, and to be paid by each Owner to the Association pursuant to the provisions of this Declaration.

**2.24 "Unit"** means that area bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors, and the air space so encompassed, as shown on the Plat, together with all fixtures and improvements therein contained but excluding personal property located in a Unit and owned exclusively by an Owner. Notwithstanding anything herein to the contrary, the following, without limitation, are not part of a Unit: bearing walls, columns, floors (except floor covering), roofs, perimeter walls (except for the interior surface of a perimeter wall, floor or ceiling), foundations, stairs, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps, and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of the perimeter window or door means the points of which such surfaces are located when such windows or doors are closed. The physical boundaries of a Unit are as depicted on the Plat. In determining the physical boundaries of a Unit, the existing physical boundaries as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed or depicted in this Declaration or the Plat, regardless of settling or lateral movement of the Building, and regardless of minor variance between boundaries shown in this Declaration or the Plat, and the actual boundaries of the Units in the Building.

### **3. USE AND REGULATION OF USES.**

#### **3.1 Use.**

**3.1.1** Each Unit shall be used for residential purposes only, on an ownership, rental or lease basis; and for other reasonable uses normally incident to such use as are from time to time determined appropriate by the Board. Without limiting the foregoing, each Owner, by accepting a deed to a Unit, agrees to occupy such Unit for a period of not less than one (1) year from the date such Owner takes title to such Unit. Units may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude use by Declarant of any Unit for any purposes permitted under this Section. Declarant may conduct sales activities for all Units owned by Declarant, and the Association and its agents may conduct property management in and about all of the Units and the Common Area.

**3.2 Regulation of Use.** All of the following restrictions apply unless otherwise approved by the Board:

**3.2.1** Nothing shall be done or kept in any Unit which will increase the rate of insurance on any other portion of the Project without the approval of the Owners of such other portion, nor shall anything be done or kept in the Project or any Unit which will result in the cancellation of insurance on any Common Area or which would be in violation of any law.

**3.2.2** In the event a Unit is owned by two (2) or more Owners, the Owners thereof shall be required to sell the Unit, all as a single Unit, and apportion the proceeds between or among the Person(s) entitled thereto.

**3.2.3** No activities shall be conducted within the Project, nor shall Improvements be constructed on any part of the Project, which are or might be unsafe or hazardous to any Person or property.

**3.2.4** Parking spaces are restricted to use for parking of operative motor vehicles. The visitors and guests of residents shall be required to park in parking spaces designated in the Project, unless otherwise provided for by the Board. Due to parking constraints, motor homes, campers, trailers, all-terrain or recreational vehicles, boats, jet skis or similar equipment shall not be placed or allowed upon any portion of the Project (including, without limitation, parking spaces and driveways). Inoperative or dilapidated and unsightly vehicles or similar equipment shall not be allowed to be placed in the Project. The Board may require removal of any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, all-terrain or recreational vehicle, boat, jet ski, equipment or item improperly parked or stored. If the same is not removed after twenty-four (24) hours' written notice, the Board may cause removal at the risk and expense of the owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

**3.2.5** No sign of any kind including, without limitation, "for rent" signs, shall be displayed on or from any Unit, without the prior consent of the Board except: (1) such signs as may be used by Declarant in connection with development and sale of Units; (2) signs identifying the Project, or informational signs of customary and reasonable dimensions as prescribed by the Board may be displayed on or from the Common Area; (3) one (1) sign of not more than five (5) square feet advertising a Unit for sale may be installed on the Common Area in a location approved by the Board, but the sign shall be removed within five (5) days following sale; and (4) any sign required by the City of Boise or other governmental agency having jurisdiction over the Project.

**3.2.6** No more than two (2) domesticated animals (which term includes dogs, cats, birds or other domesticated animals) except any service animals, shall be raised, bred or kept in any Unit or the Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided that any such domesticated animals shall not unreasonably bother or constitute a nuisance to others. Without limiting the foregoing, consistent and/or chronic barking by dogs or similar sounds by other household pets shall be considered a nuisance. Each dog or other similar pet in the Project shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from any Common Area or public right-of-way. Failure to do so may result in a Limited Assessment levied against the Owner of the animal or, if such owner is not an Owner in the Project, against the Owner's Unit where such animal is being kept. The Board may, at any time after allowing such animal, require the removal of any animal that the Board finds is creating dangerous or unreasonable noise or otherwise disturbing other residents, in the Board's sole determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

**3.2.7** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within the Project, including the Common Area except for those locations expressly

designated for refuse receptacles, and no odor shall be permitted to arise therefrom, so as to render any portion of the Project unsanitary, unsightly, offensive or detrimental to the Project or to its occupants. No noise or other nuisance proscribed by city or county ordinances, as amended from time to time, shall be permitted to exist or operate upon any portion of the Project. No Owner shall permit any party or other activity in the Common Area or such Owner's Unit which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated in the Project except at a low sound level, not unreasonably offensive to other owners or occupants of the Project. No offensive noise, language or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in the Project is strictly prohibited.

**3.2.8** No exterior terrace, balcony or patio shall be used for storage (including, without limitation, storage of bicycles and strollers), nor shall clotheslines, antennae, firewood, lumber, scrap, refuse, debris or other unsightly articles be permitted to remain on any Unit or Common Area so as to be visible from any other portion of the Project. All refuse, garbage and trash shall be kept at all times in such containers and in areas designated and approved by the Board. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on a Unit or in the Common Area unless such is located or screened in a manner approved by and acceptable to the Board. No propane or natural gasoline barbecues shall be permitted on the balcony of any Unit unless the same are allowed and in compliance with the applicable fire code and all other governmental rules and regulations.

**3.2.9** Nothing shall be stored or constructed in, on or about, or removed from the Common Area, except upon written consent of the Board and after procedures prescribed herein or by the Board or by law.

**3.2.10** No Owner or resident shall install or place any item on the exterior of such Owner's Unit or on any Building or Improvement within the Project without the written consent of the Board, which consent may be withheld or conditioned in the Board's sole discretion.

**3.2.11** No fencing of any kind shall be placed anywhere within the Project.

**3.2.12** No portion of any drapes, blinds or curtains, which are installed on the interior of any Unit or other structure, which may be seen from outside such Unit or structure, shall be of a color, texture or material which, in the reasonable opinion of the Board, is inharmonious with the exterior appearance of all Units and the Buildings.

**3.2.13** Nothing contained herein shall limit the right of Declarant to subdivide or resubdivide any portion of the Project, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Project owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of developing Bungalow Nine Condominiums so long as any Unit in the Project remains unsold. Such right shall include, without limitation, erecting, constructing and maintaining in the Project such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales, lease or otherwise. Declarant may use any Units owned by Declarant within the Project as models or real estate sales or leasing offices. Declarant need not seek or obtain the Association's approval of any Improvement constructed or placed by Declarant on any portion of the Property owned by Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor-in-interest in connection with Declarant's interest in any portion of the Project by an express written assignment recorded in the Office of the Ada County, Idaho Recorder.



#### **4. RIGHTS TO COMMON AREA.**

**4.1 Owner's Easement of Enjoyment.** Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area and, if applicable, Limited Common Area designated herein for exclusive use by such Owner, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

**4.1.1** the right of the Association from time to time to adopt rules and regulations governing the use and enjoyment of the Common Area and all areas of the Project outside the Units;

**4.1.2** the right, in accordance with the Articles and the Bylaws, to borrow money for the purpose of maintaining and improving the Common Area, and in support thereof to mortgage the Common Area, provided that the rights of any mortgagee in connection with such loan shall at all times be subordinate to the rights of the Owners under this Declaration;

**4.1.3** the right, along with the similar right of the Association, the Declarant and any Unit Owner or Owners, to enforce the provisions of this Declaration as provided for herein;

**4.1.4** the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner, or by the family, guests, invitees or tenants of any Owner, except for ingress and egress to such Owner's Unit, for any period during which any Assessment against such Owner's Unit remains unpaid; and for a period not to exceed sixty (60) days for any uncured infraction of the Association's published rules and regulations;

**4.1.5** the right to grant easements for utilities and similar purposes;

**4.1.6** the right of the Association to grant all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such grant shall be effective unless an instrument agreeing to such dedication or transfer signed by sixty-seven percent (67%) of each class of Members has been recorded and the grant is expressly approved in writing by the City of Boise, Idaho; and

**4.1.7** the right of the Association to assign parking spaces to Owners for their exclusive use and enjoyment, subject to the provisions of this Declaration.

Without limiting the foregoing, each Owner, by holding fee simple title to a Unit, shall also have the right of use and enjoyment to use the "Common Area" platted as part of the Fifteenth Street Property, which additional Common Area shall also be owned by the Association.

**4.2 Delegation of Use.** Any Owner may delegate such Owner's right of enjoyment to the Common Area, subject to the provisions of this Declaration, to the members of such Owner's family, tenants, guests, invitees or contract purchasers who reside in such Owner's Unit.

**4.3 Encumbrance of Common Area.** The Common Area shall not be mortgaged or conveyed without the approval of at least sixty-seven percent (67%) of each class of Members. If ingress or egress to any Unit is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement in favor of the Owner of such Unit, and the members of such Owner's family, tenants, guests, invitees or contract purchasers who reside on such Owner's Unit, for the purpose of ingress and egress.

**4.4 Damages.** Each Owner or other user of the Common Area shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner or other user, such Owner's resident tenant or contract purchaser, or such Owner's family

and guests, both minor and adult. In the case of joint ownership of a Unit, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Owner's Unit and may be collected as provided herein for the collection of other Assessments, as further provided herein. No Owner shall be liable for any amount greater than is legally allowable under Idaho law.

**4.5 Percentage Ownership of Common Area.** Each Owner (including Owners of the Fifteenth Street Property) shall own a percentage ownership interest in the collective Common Area of the Project, allocated to each Unit as follows:

**Bungalow Nine Property:**

Unit 1	5.52%
Unit 2	5.25%
Unit 3	4.57%
Unit 4	3.81%
Unit 5	3.57%
Unit 6	6.34%
Unit 7	5.25%
Unit 8	5.27%
Unit 9	5.52%

**Fifteenth Street Property:**

Unit 1	5.52%
Unit 2	5.25%
Unit 3	5.25%
Unit 4	4.57%
Unit 5	3.57%
Unit 6	3.81%
Unit 7	4.57%
Unit 8	5.25%
Unit 9	5.52%
Unit 10	5.25%
Unit 11	6.34%

**5. APPEARANCE AND MAINTENANCE.**

**5.1 Uniform Exterior Appearance.** In order to preserve a compatible exterior appearance of the Project, the Board shall have the authority to require maintenance and repair to the Common Area and each individual Unit. The Board shall have the authority pursuant to Section 5.2 to require maintenance of each individual Unit including, without limitation, painting of the Buildings, repairing the exterior surfaces of Units and the Buildings, replacement and care of Unit roofs, gutters, downspouts, garage doors, exterior Unit surfaces, including exterior surfaces of doors, doorjambes and casings, trees, shrubs, grass, walks and other exterior Improvements including cleaning, at least annually, of both exterior and interior glass surfaces. In the event the need for maintenance or repair of the Common Area is caused by the negligent or willful acts or omissions of an Owner, or through the negligent or willful acts or omissions of the family, guests, tenants or invitees of such Owner, the cost of such maintenance shall become a Limited Assessment upon such Owner's Unit. The Board shall have the authority of control over such maintenance as otherwise provided in this Declaration.

**5.2 Architectural Control and Exterior Maintenance.** No Improvement shall be commenced, erected, altered or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board. In the

event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. This Section 5.2 shall not affect or in any way be applicable to the Declarant, as Declarant shall initially construct all such Improvements, as Declarant deems appropriate. In order to preserve a uniform exterior appearance to the Buildings, the Association may require and provide for the painting of the Buildings, garages and decks, and Common Area and prescribe the type and color of paint, and may prohibit, require or regulate any modification or decoration thereof undertaken or proposed by any Owners. This power of the Association extends to screens, doors, awnings, railing, or other visible portions of each Unit and all of the Buildings.

**5.3 Interior Maintenance.** Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish, and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding such Owner's Unit, and the interior thereof; provided, however, that any window coverings that are visible from the exterior of the Building shall maintain a neat appearance approved by the Board and consistent with other window coverings in the Building. Each Owner shall maintain and pay the cost of keeping such Owner's Unit in a clean, and sanitary condition, and in good state of repair. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association.

**5.4 Entry for Repairs.** In the event of an emergency, which in the judgment of the Board presents an immediate threat to the health and safety to persons, or an immediate risk of harm or damage to property including any of the Units or any part of the Project, the Board and its agents or employees, may enter any Unit to make repairs or perform maintenance. Such entry shall be repaired, if necessary, by the Board out of the Regular Assessment common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner, or a family member, tenant, guest or invitee of an Owner, in which case the cost shall be a Limited Assessment upon the Unit owned by such responsible Owner). If the repairs or maintenance were necessitated by or for the Unit entered or its occupants, or requested by its Owners, the costs thereof shall be a Limited Assessment upon such Unit.

## **6. COVENANT FOR MAINTENANCE ASSESSMENTS; LIENS AND ENFORCEMENT.**

**6.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to comply with the provisions of this Declaration, the Articles and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be amended from time to time; and to pay when due all Assessments or charges made by the Association, including the Regular Assessment, Special Assessments and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Such Assessments, together with interest, costs, and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Unit beginning with the time when the Assessment falls due. Such personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed in writing by them but shall remain such Owner's personal obligation regardless of whether such Owner remains an Owner.

**6.2 Regular Assessments.** All Owners are obligated to pay the Regular Assessment to the treasurer of the Association on an annual or quarterly basis, as established by the Board from time to time.

**6.2.1** The proceeds from the Regular Assessment are to be used to pay for all costs and expenses incurred by the Association, including legal and other professional fees, for the conduct of the Association's affairs including, without limitation, the costs and expenses of

construction, improvement, protection, maintenance, repair, management and operation of the Common Area, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of the Common Area that must be replaced and maintained on a regular basis (collectively, "Expenses").

**6.2.2** The Board shall compute the amount of the annual Regular Assessment owed prior to the closing of the first sale of a Unit in the Project (the "Initiation Date") for the purpose of determining the Association's first Regular Assessment. At each closing of the first sale of a Unit in Bungalow Nine Condominiums, the new Owner of such Unit shall pay in advance to the Association, a set-up fee in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00), which fee is in addition to the Owner's prorated share of the Regular Assessment for the year of closing. In addition, each time a Unit is sold, or title to such Unit transfers to a third party or entity not related to Owner, the new Owner of such Unit shall pay in advance to the Association a transfer fee in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00), which fee is in addition to the Owner's prorated share of the Assessments due in the year of closing.

**6.2.3** After the Initiation Date, the Board shall fix the amount of the Regular Assessment against each Unit at least thirty (30) days in advance of each calendar year, based on the Association's estimate of Expenses for that year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next calendar year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed by multiplying the net amount of the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Units attributable to the Owner by the total number of Units in the Project.

**6.3 Special Assessments.** In the event the Board determines that the Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including, without limitation, the cost of any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or exterior maintenance of the Units or the Buildings, including fixtures and personal property related thereto, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the Project, which Special Assessment shall be computed in the same manner as the Regular Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that calendar year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of the Regular Assessment.

**6.4 Limited Assessments.** Notwithstanding the above provisions with respect to the Regular Assessment and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or the Member's Unit into compliance with the provisions of the governing documents for Bungalow Nine Condominiums or for damage to Common Area or Limited Common Area, if applicable, which is attributable to a Member, as provided further in this Declaration.

**6.5 Assessment Period.** The Assessments provided for herein shall commence as to each Unit on the first day following the recordation of the deed from Declarant or other previous Owner for that Unit or, as to the remaining Units owned by Declarant, when such Units are no longer offered for sale to the general public. The Owner shall be required to notify the Board of a change in ownership of the Unit within thirty (30) days following closing of the sale of the Unit. The initial Assessments against each Unit shall be adjusted on a daily basis according to the number of days remaining in the calendar year and shall be payable in advance for the balance of that year.

**6.6 Uniform Rate of Assessment.** Unless otherwise specifically provided herein, the Regular Assessment and Special Assessments shall be fixed at a uniform rate per Unit for all Members of the Association.

**6.7 Notice and Assessment Due Date.** Written notice of the Regular Assessment and Special Assessments shall be sent to the Owner of every Unit subject thereto prior to the Assessment period or to the due date for any Special Assessment. The due dates for installment payment of the Regular Assessment and Special Assessments shall be the first day of each calendar quarter unless some other due date is established by the Board. Each quarterly installment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Unit as more fully provided herein. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Unit.

**6.8 Estoppel Certificate.** The Association shall, upon at least twenty (20) days' prior written request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Unit is binding upon the Association as of the date of its issuance. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

**6.9 Special Notice and Quorum Requirements.** The Regular Assessment for any year may be increased by not more than fifteen percent (15%) over the previous year, by action of the Board, without a vote of the Association membership. Written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment by more than fifteen percent (15%) over the previous year, shall be sent to all Members of the Association not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of the Class B Member, as long as such Member exists, and Class A Members (or of proxies) entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting; provided, however, that so long as the Class B Member exists, the Class B Member must be present at any such meeting to constitute a quorum. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

**6.10 Subordination of the Lien to First Mortgages.** The lien for the Assessments provided for herein shall not be subordinate to the lien of any Mortgage except the lien of a first Mortgage given and made in good faith and for value that is of record as an encumbrance against such Unit prior to the recordation of a claim of lien for the Assessments. Except as expressly provided herein with respect to a first Mortgagee who acquires title to a Unit, the sale or transfer of any Unit shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien on account of the Assessments becoming due whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**6.11 Rights of Mortgagees.** Notwithstanding any other provision of this Declaration, no amendment to this Declaration shall operate to defeat the rights of any Mortgagee under any Mortgage upon a Unit made in good faith and for value, and recorded prior to the recordation of such amendment,

provided that after the foreclosure of any such Mortgage such Unit shall remain subject to this Declaration as amended.

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

**6.13 Assessment Liens.**

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

**6.13.2** Upon default of any Owner in the payment of any Regular Assessment, Special Assessment or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County, Idaho Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Unit(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

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

**6.15 Required Notice.** Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage

prepaid, to the Owner of the Unit(s) described in such notice of delinquency and claim of lien, and to the Person in possession of such Unit(s), and a copy thereof is recorded by the Association in the Office of the Ada County, Idaho Recorder.

## **7. GRAND AVENUE HOMES CONDOMINIUM ASSOCIATION, INC .**

**7.1 Membership.** Every Owner, by virtue of being an Owner of a Unit in the Project (whether such Unit is located in the Property or the Fifteenth Street Property) and for so long as such ownership is maintained, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, which is subject to Assessments.

**7.2 Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant for so long as the Class B Member exists, and shall be entitled to one (1) vote for each Unit owned, regardless of whether such Unit is located in the Property or the Fifteenth Street Property. When more than one (1) person holds an interest in any Unit, all such Persons shall be Members. The vote for such Unit shall be exercised as the Owners of such Unit determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Cumulative voting is not permitted.

Class B. The Class B Member shall be the Declarant, and shall be entitled to three (3) votes for each Unit owned by Declarant. The Class B Member shall cease to be a Member and be converted to a Class A Member on the happening of either of the following events, whichever occurs earlier:

- (a) when ninety percent (90%) of the Units have been conveyed by deed to Owners other than Declarant; or
- (b) on December 31, 2017.

**7.3 Power and Duties of the Association.**

**7.3.1** The Association shall have all the powers of a nonprofit corporation organized under the general nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles and the Bylaws of the Association, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and the Bylaws, and every other power, right or privilege reasonably to be implied therefrom, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area (including, without limitation, all private utilities including the private sewer system), and the Association's other assets and affairs, the selection of a manager of Units within the Project which are available for rental or lease to Person(s) other than an Owner residing in the Project, and the performance of the other responsibilities herein assigned to it. The Association shall select a management company (the "**Manager**") to carry out the Association's management and operation of the Common Area and the Project. No Owner can select a separate manager for such Owner's Unit(s). The Manager selected by the Association may maintain the interior of Units pursuant to a contract between the Unit(s)'s Owner and such Manager, and the Manager may offer each Owner such service for a fee for the convenience of the Owners; provided, however, nothing herein shall be construed as requiring any Owner to contract with the Manager for maintenance of the interior of the Owner's Unit(s).

**7.3.2** In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and the Bylaws, without limiting the generality thereof, the Association through its Board, or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and the Bylaws.

**7.4 Meetings of Association.** Each year, the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other Persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws and/or this Declaration.

**7.5 Board of Directors and Officers.** The affairs of the Association shall be conducted and managed by a Board of Directors and such officers or committees as the Board may elect or appoint, in accordance with the Articles and the Bylaws. A Director may be a Member, director and/or officer of other business corporation(s), including nonprofit corporation(s). The Board of the Association shall be elected in accordance with the provisions set forth in the Bylaws.

**7.6 Authority of Board.** The Board, for the benefit of the Association and the Owners, shall enforce the provisions of this Declaration, the Articles, and the Bylaws, shall have all powers and authority permitted to the Association or the Board under the Articles, the Bylaws, 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 Association and the Project, including, without limitation, the following:

**7.6.1** Water, sewer, garbage collection, electrical, and any other utility service as required for the Units and the Common Area, together with landscape maintenance and the removal of snow and debris from driveways, parking areas and pathways over the Common Area. If one (1) or more Units or the Common Area are not separately metered, the above-described utility services may be paid as a common expense, and the Board may, by reasonable formula, allocate a portion of such expense to each Owner of such Unit(s) involved as a portion of such Owner's common expense. The Board may arrange for special metering of utilities as appropriate;

**7.6.2** Policies of insurance providing coverage for fire and other hazard including glass breakage, public liability and property damage, and fidelity bonding as the Board deems necessary or advisable including, without limitation, the following policies of insurance:

**7.6.2.1** Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, the Buildings, equipment and fixtures located within the Common Area;

**7.6.2.2** Comprehensive public liability insurance insuring the Board, the Association, the Declarant and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows: not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage; provided, however, that such limits may be increased from time to time as the Association deems reasonable and necessary;

**7.6.2.3** Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000); and



**7.6.2.4** Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property.

**7.6.2.5** The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith;

**7.6.2.6** Insurance premiums for the above insurance coverage shall be deemed a common Expense to be included in the Regular Assessment levied by the Association.

**7.6.2.7** Each Owner shall obtain insurance at such Owner's own expense providing coverage upon such Owner's Unit, and may obtain insurance at such Owner's own expense providing coverage upon such Owner's personal property, or such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance coverage for liability arising under insurance policies which the Association obtains pursuant to this Section, and shall provide that the Association is an additional named insured. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the Owner of the Unit and/or the Mortgagee of such Unit. Each Owner shall be responsible for such Owner's own insurance on the contents of such Owner's Unit, such Owner's improvements to such Owner's Unit, the decorations and furnishings, and all personal property whether stored within the Unit or elsewhere in the Project, and for public liability for property damage or personal injury caused by the acts or omissions of the Owner or the tenants, agents or employees of the Owner, to the extent not covered by the Association for all Owners in common Association policies.

**7.6.3** The services of Person(s) as required to properly manage the affairs of the Association to the extent deemed advisable by the Board, including selection of the Manager or other firms to manage the Common Area and exterior maintenance, as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Project;

**7.6.4** Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Project, or the enforcement of this Declaration or the Articles or the Bylaws;

**7.6.5** Painting, maintenance, repair, lawn care and watering, landscaping and gardening of the Common Area including, without limitation, the private sanitary sewer system in the Common Area (which sanitary sewer system shall be owned, operated, maintained and repaired by the Association); provided, however, that the interior of each Unit shall be maintained and repaired by the Owner thereof as previously provided in this Declaration;

**7.6.6** Exterior maintenance, at intervals and frequency determined by the Board, including painting, staining, repairing, replacing and caring for roofs, gutters, downspouts and exterior Unit surfaces including, without limitation, exterior glass surfaces and exterior entry-way light fixtures and bulbs. In the event the Board determines exterior maintenance or repair is needed on the Unit, the Board shall provide written notice to such Unit Owner of the need for such

exterior maintenance or repair, and the Association shall timely complete such maintenance and repair. All costs incurred by the Association in repairing and maintaining such Unit shall be an Assessment against the respective Unit(s);

**7.6.7** Any other personal property, both tangible and intangible, materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Project or for the enforcement of this Declaration; provided, however, that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or are provided for a particular Unit, or its Owner, at the request of the Owner or by reason of the Owner's failure to meet its obligations as provided herein, or for damages attributable to Owner, the cost thereof shall be Limited Assessment to the Owner of such Unit;

**7.6.8** The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Project or any part thereof, which is claimed to be against the Project, rather than merely against the interest therein of a particular Owner. Where one (1) or more 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 incurred by the Board by reason of such lien or liens shall be assessed against the Owners, and their Units, responsible as Limited Assessments to the extent of their responsibility;

**7.6.9** The Board shall manage for the benefit of the Association all water rights (if any) and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise;

**7.6.10** The Board shall not make any non-budgeted expenditure in excess of \$3,000.00 without the approval thereof by sixty-seven percent (67%) of each class of Members voting thereon at a meeting called for such purpose except for emergency threatening the security of any Improvement in the Project;

**7.6.11** The Board may make reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, assignment of particular portions of storage areas within the Common Area for exclusive use by Owners of particular Units. The Board may suspend any Owner's voting right in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law; and

**7.6.12** The Board shall make available for inspection to Owners and any first Mortgagee, upon request, during normal business hours or other reasonable circumstances, this Declaration, the Articles, the Bylaws, other rules governing the Project, records and financial statements of the Association. The Board shall make available copies for Owners upon written request therefor the most recent annual audited financial statement, if any such statement has been prepared.

**7.7 Easement.** The Board and its agents (including the Manager, if applicable) and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Unit and the Common Area for the purposes of performing repairs, maintenance and care of the Common Area as provided herein or of otherwise discharging the responsibilities and duties of the Board as provided in this Declaration and for the purpose of showing, by any agent selected by the Board

for hire by Owner, any Unit to any prospective tenant of a Unit available for lease to a Person other than the Owner.

**7.8 Non-Waiver.** The failure of the Board in any one (1) or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the Articles or the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This Section also extends to the Declarant's exercising the powers of the Board during the initial period of operation of the Association.

**7.9 Limitation of Liability.** The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to Person or property caused by the elements or the condition of any Common Area caused by the elements, or by another Unit or Person; or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by residents in the Project or in Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Project or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Project. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, member of any committee or officer of the Association, the Manager, if any, or any other representative or employee of the Association, the Declarant, or any committee, or any officer of the Association, or the Declarant, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

**7.10 Indemnification of Board Members.** The Association shall indemnify and defend each member of the Board against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association; provided, however, with respect to any criminal action or proceeding, such indemnified Board member had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association and the Project.

## **8. LICENSES, EASEMENTS AND RIGHTS-OF-WAY.**

**8.1 Easements of Access.** Declarant expressly reserves for the benefit of the Project reciprocal easements of access, ingress and egress for all Owners to and from their respective Units on, over, across, and through the Common Area for installation and repair of utility services, and for necessary maintenance and repair of any Improvement including, without limitation, all common entries, corridors, stairways, elevators, lobbies, directory and Building signs, service facilities, utilities, walkways, landscaping, canopies, drives, driveways, sidewalks, curbs, lights, mail boxes, electrical lines, pipes, sprinklers, storm drains, parking facilities, and fixtures of any kind whatsoever. Such reciprocal easements also may be used by Declarant, and by all Owners, their guests, tenants and invitees, residing

on or temporarily visiting the Project, for pedestrian walkways over the Common Area, and pedestrian and vehicular ingress, egress, passage and traffic over driveways or parking areas comprising a part of the Common Area, and such other purposes reasonably necessary for the use and enjoyment of a Unit or Common Area.

**8.2 Drainage and Utility Easements.** Notwithstanding anything expressed or implied herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the Project. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way in, on, over, under, across, and through the Project, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Project until close of escrow for the sale of the last Unit in the Project to a purchaser from Declarant. In addition to Declarant, the Association shall also have the power to grant and convey to any third party such licenses, easements and rights-of-way in, on over, under, across and through the Common Area as may be necessary or appropriate for the orderly maintenance preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

**8.2.1** Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

**8.2.2** Public sewers, private sewer system, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar private, public or quasi-public improvements of facilities; and

**8.2.3** Any service facility, berm, landscaping, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Association.

**8.3 Rights and Duties Concerning Utility Easements.** The rights and duties of the Owners of the Units within the Project with respect utilities shall be governed by the following:

**8.3.1** Wherever utility house connections are installed within the Project, which connections or any portions thereof lie in or upon Units owned by an Owner other than the Owner of the Unit served by the connections, the Owner of the Unit served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Unit or to have their agent enter upon any Unit within the Project in or upon which such connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

**8.3.2** Whenever utility house connections are installed within the Project, which connections serve more than one (1) Unit, the Owner of each Unit served by such connections shall be entitled to full use and enjoyment of such portions of such connections that service such Owner's Unit.

**8.4 Reciprocal Easements.** Declarant reserves the right to grant and enter into, without limitation, cross-access and cross-parking easements and agreements, and to enter into reciprocal maintenance and other reciprocal agreements with and between the owner(s) of properties adjoining the Project so long as such easements and agreement are not incompatible with the uses of the Project as contemplated hereunder.

**8.5 Disputes as to Sharing of Costs.** In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefor, upon written request of one (1) of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

**8.6 Easement for Encroachments.** If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit(s) encroaches or shall hereinafter encroach upon the Common Area, an easement for such encroachment and for the maintenance of the same shall and does exist.

**8.7 Easement for Sprinkler System.** Declarant further reserves to the Association, its successors and assigns, a perpetual easement over, under and across the Common Area for installation, maintenance and operation of a sprinkler system consisting of, without limitation, pipes, valves, connections and sprinklers.

**8.8 Rights Incident to Construction.** Declarant and its contractors, sub-contractors, employees, and agents shall have the right to ingress and egress, in, on, over, above and across the Common Area, and the right to store materials thereon, and to make other uses thereof, as may be reasonably necessary to work towards completion of the construction of the Project.

**8.9 Party Walls and Similar Structures.**

**8.9.1** Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two or more adjoining Units and/or a Unit(s) and the Common Area, shall constitute a Party Structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding a wall serving or separating any two adjoining Units (each, a "Party Wall") and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Without limiting the foregoing, each Owner shall have the right to use the surface of the Party Wall within the interior of each Owner's Unit; provided that such Owner shall not drive, place or caused to be driven or placed, any nail, bolt, screw or other object into a Party Wall that penetrates the surface of such Party Wall more than one inch (1"). Each Owner so sharing a Party Wall shall respectively own to the centerline of any Party Wall.

**8.9.2** All Owners who make use of the Party Structure shall share the cost of reasonable repair and maintenance of such Party Structure equally.

**8.9.3** If a Party Structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the Party Structure may restore it. If other Owners subsequently use the Party Structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

**8.9.4** The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

**9. CASUALTY, DAMAGE OR DESTRUCTION.**

**9.1 Association As Agent.** All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project in connection with its damage or destruction as hereinafter provided.

**9.2 General Authority of Association.** As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

**9.3 Estimate of Costs.** As soon as practicable after an event causing casualty, damage to, or destruction of, any part of the Project or the Improvements constructed thereon, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project so damaged or destroyed.

**9.4 Repair or Reconstruction.** As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project so damaged or destroyed. The term "repair or reconstruction" of the Improvements used herein shall mean restoring the Project and the Improvements constructed thereon, to the same style and to substantially the same condition in which the Project existed prior to such casualty, damage, and/or destruction with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners of the Project and all first Mortgagees unanimously agree not to repair or reconstruct in accordance with the provisions set forth hereinafter. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact of the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the Building shall be substantially the same as prior to damage or destruction.

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

**9.6 Disbursement of Funds for Repair or Reconstruction.** The insurance proceeds held by the Association and the amounts received from the Special Assessment provided for in the Section immediately above, constitute a fund for the payment of costs of repair and reconstruction. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the Special Assessment by the Association under the Section immediately above.

**9.7 Decision Not to Rebuild.** If all Owners and all holders of first Mortgages on Units agree not to repair or reconstruct, the Project shall be restored to its natural state by the Association and maintained as an undeveloped portion of the Common Area in a neat and attractive condition, and shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Article XII below.

## **10. CONDEMNATION.**

**10.1 Consequences of Condemnation.** If all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, all compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

**10.2 Complete Taking.** In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportions as their share of the Common Area, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. The Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Article XII below.

**10.3 Partial Taking.** In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the Owners as follows:

**10.3.1** the total amount allocated to taking or injury to the Common Area shall be apportioned among the Owners in the same proportions as their shares of the Common Area; and

**10.3.2** the total amount allocated to severance damages shall be apportioned to those Units which were taken or condemned: (a) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within such Owner's Unit shall be apportioned to the particular Unit involved; and (b) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner herein provided in the event of sale of obsolete Units, as set forth in Article XI below.

**10.4 Reorganization.** In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a Member of the Association. Thereafter the Association shall re-allocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such re-allocation to the Owners of the remaining Units for amendment of this Declaration as provided in Section 13.3 below.

**10.5 Repair or Reconstruction.** Any repair or reconstruction necessitated by condemnation shall be governed by the procedures specified in Article IX above.

**11. INTENTIONALLY OMITTED.**

**12. OBSOLESCENCE.**

The Owners of record representing an aggregate Association membership vote of ninety percent (90%) or more of the total of such votes allowed by the Articles may agree the Units are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance the Association shall forthwith

record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat, the Articles, and the Bylaws. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project in connection with its sale. The sale proceeds shall be apportioned among the Owners in the same proportion as their share of the Common Area, and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Unit designation and the name of the Owner of such Unit. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contributions from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens, and the balance remaining to each respective Owner.

### **13. GENERAL PROVISIONS.**

**13.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**13.3 Amendment.** The covenants and restrictions of this Declaration shall run with and bind the Property and the Project and the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the voting power of the Association and recorded with the Ada County, Idaho Recorder. Notwithstanding the foregoing, until the recordation of the first deed to a Unit from Declarant, Declarant shall have the right to amend, modify, clarify, supplement, add to (the foregoing collectively "amend") or terminate the provisions of this Declaration by recordation of a written instrument setting forth such amendment or termination. Without limiting the foregoing, Declarant shall not amend or terminate any provision of this Declaration relating to the Party Structure provisions set forth in Section 8.9, or any provision that was required by the City of Boise as a condition of approval for the Bungalow Nine Condominiums without the express written consent of the City of Boise, which consent shall not be unreasonably withheld, conditioned or delayed. An amendment shall be binding on and effective as to all Owners and their respective Units notwithstanding that such Owners may not have voted on or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions applicable to the Property and the Project but shall not prohibit or unreasonably interfere with uses of such Owner's property which existed prior to such amendment. Any holder, insurer or guarantor of a first Mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit address), shall be entitled to timely written notice of any proposed amendment. Any proposed amendment of this Declaration that is for the express benefit of holders or insurers of first Mortgages on Units in Bungalow Nine Condominiums may be amended with the consent of sixty-seven percent (67%) of the voting power of the Association and the approval of eligible holders of first Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a Mortgage appertain.

**13.4 Notices.** Any notices permitted or required to be delivered as provided herein shall be in writing shall be deemed delivered: (a) upon personal delivery, if hand delivered; or (b) three (3) days following deposit in the United States mail, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of



such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association as provided in this Section.

**13.5 Mortgagees' Right to Satisfy Obligations of the Association.** In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Area, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a Mortgagee's security in any Unit, such Mortgagee may pay such premium after first having served written demand for such payment on the Association. In the event that the Association has allowed such insurance policies to lapse, any such Mortgagee whose security in any Unit is jeopardized thereby may secure new comparable insurance coverage. In the event that such Mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

**13.6 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of the development and operation of the Property and the Project. This Declaration shall be construed and governed under the laws of the State of Idaho including, without limitation, the Idaho Condominium Property Act.

**13.6.1** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property and the Project as set forth in the recitals of this Declaration.

**13.6.2** Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**13.6.3** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

**13.7 Successors and Assigns.** All references herein to Declarant, Owners, the Association or Person shall be construed to include all successors, assigns, partners, principals and authorized agents of such Declarant, Owners, Association or Person.

**[The remainder of page left intentionally blank.]**

IN WITNESS WHEREOF, the undersigned, has duly executed this Declaration effective as of the date first set forth above.

**DECLARANT:**

NEIGHBORHOOD HOUSING SERVICES, INC.,  
an Idaho nonprofit corporation

By: Thomas M. Lay  
Thomas M. Lay, Executive Director

**List of Exhibits:**

- Exhibit A: Legal Description of Property
- Exhibit B: Legal Description of Fifteenth Street Property
- Exhibit C: Final Plat of Property

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada        )

On this 12<sup>th</sup> day of October, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas M. Lay, known or identified to me to be the Executive Director of Neighborhood Housing Services, Inc., the nonprofit corporation that executed the instrument, or the person who executed the instrument on behalf of said nonprofit corporation, and acknowledged to me that such nonprofit corporation executed the same.

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

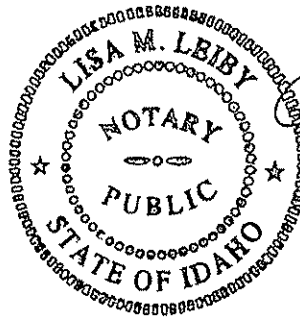
 Lisa M. Leiby  
Notary Public for Idaho  
Residing at Meridian, ID  
My commission expires: 8/31/2013

EXHIBIT A  
LEGAL DESCRIPTION OF FIFTEENTH STREET CONDOMINIUMS

**DESCRIPTION FOR  
FIFTEENTH STREET CONDOMINIUMS**

December 26, 2007

A PARCEL OF LAND BEING LOTS 19-24, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M.; THENCE S 22°43'37" W 642.58 FEET TO THE NORTHEAST CORNER OF BLOCK 7, CITY PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 1 OF PLATS, AT PAGE 8, RECORDS OF ADA COUNTY, IDAHO, THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT:

THENCE S 25°40'13" E ALONG THE WESTERLY RIGHT-OF-WAY OF W. GRAND AVENUE A DISTANCE OF 142.08 FEET TO THE SOUTHEAST CORNER OF LOT 24, BLOCK 7, OF SAID SUBDIVISION;

THENCE S 64°28'25" W ALONG THE NORTHERLY RIGHT-OF-WAY OF A 16 FOOT WIDE ALLEY A DISTANCE OF 149.95 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID SUBDIVISION;

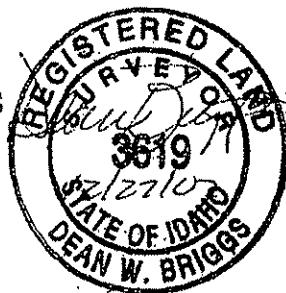
THENCE N 25°40'01" W ALONG THE WESTERLY LINE OF SAID LOT 19, A DISTANCE OF 142.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF S. 15TH STREET;

THENCE N 64°28'51" E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 149.94 FEET TO THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT.

SAID PARCEL CONTAINS 0.49 ACRES, MORE OR LESS.

BEARINGS HEREIN USED ARE BASED ON THE EASE LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BEARING S 00°13'33" W.

DEAN W. BRIGGS



L.S. 3619

**EXHIBIT B**  
**LEGAL DESCRIPTION OF BUNGALOW NINE CONDOMINIUMS**

**DESCRIPTION FOR  
BUNGALOW 9 CONDOMINIUMS**

December 26, 2007

A PARCEL OF LAND BEING LOTS 1-4, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M.; THENCE S 22°43'37" W 642.58 FEET TO THE NORTHEAST CORNER OF BLOCK 7, CITY PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 1 OF PLATS, AT PAGE 8, RECORDS OF ADA COUNTY, THENCE S 25°40'13" E ALONG SAID WESTERLY RIGHT-OF-WAY OF W. GRAND AVENUE A DISTANCE OF 158.08 FEET TO THE **REAL POINT OF BEGINNING** OF THIS CONDOMINIUM PROJECT:

THENCE CONTINUING S 25°40'13" E ALONG SAID WESTERLY RIGHT-OF-WAY 142.08 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, OF SAID SUBDIVISION;

THENCE S 64°28'00" W ALONG THE NORTHERLY RIGHT-OF-WAY OF S. 14<sup>TH</sup> STREET A DISTANCE OF 99.97 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 7;

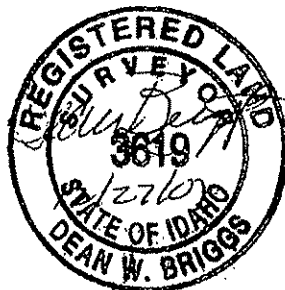
THENCE N 25°40'05" W ALONG THE WESTERLY LINE OF SAID LOT 4, BLOCK 7 A DISTANCE OF 142.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A 16 FOOT WIDE ALLEY;

THENCE N 64°28'25" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 99.97 FEET TO THE **REAL POINT OF BEGINNING** OF THIS CONDOMINIUM PROJECT.

SAID PARCEL CONTAINS 0.33 ACRES, MORE OR LESS.

BEARINGS HEREIN USED ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BEARING S 00°13'33" W.

DEAN W. BRIGGS



P.L.S. 3619

EXHIBIT C  
FINAL PLATS FOR FIFTEENTH STREET AND BUNGALOW NINE  
CONDOMINIUMS

**PLAT NOTES**

1. UNIT AREAS THAT ARE BOUNDARY BY THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING ARE SHOWN BY THE USE OF DASHED LINES. THE AREAS SO BOUNDARY BY THE PERIMETER WALLS ARE TO BE CONSIDERED AS PART OF THE UNIT TO WHICH THEY RELATE. THE AREAS SO BOUNDARY BY THE PERIMETER WALLS ARE TO BE CONSIDERED AS PART OF THE UNIT TO WHICH THEY RELATE. THE AREAS SO BOUNDARY BY THE PERIMETER WALLS ARE TO BE CONSIDERED AS PART OF THE UNIT TO WHICH THEY RELATE.
2. THE DEVELOPER OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY DB0103-00228.
3. FINISHING SURFACE AREAS SHOWN ARE TO FIRST FLOOR EXTERIOR CORNERS (SEE SHEETS 1 & 5).
4. FOR INFORMATION CONCERNING THE USE, RESTRICTIONS, EASEMENTS AND EASEMENTS (EASEMENTS) OF THE UNITS AND COMMON AREAS AND COMMON/CROSS ACCESS, UNRESTRICTED AND FINISHING RECORDS OF THE CITY OF BOISE SHOULD BE OBTAINED FROM THE CITY ENGINEER'S OFFICE.
5. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN REGULATORY DISTRICT AS SHOWN IN DASHED LINES. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN REGULATORY DISTRICT AS SHOWN IN DASHED LINES. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN REGULATORY DISTRICT AS SHOWN IN DASHED LINES.
6. ALL UNIT AREAS ARE TO UNLESS OTHERWISE SPECIFIED.
7. AND DEVELOPER SHALL BE DIVIDED OR ADJUSTED WITHOUT TAKING AN ANCEVOLO PLAT AS REQUIRED BY THE BOISE CITY ZONING ORDINANCE.
8. UNLESS OTHERWISE SPECIFIED, THE USE, RESTRICTIONS, EASEMENTS AND EASEMENTS (EASEMENTS) OF THE UNITS AND COMMON AREAS AND COMMON/CROSS ACCESS, UNRESTRICTED AND FINISHING RECORDS OF THE CITY OF BOISE SHOULD BE OBTAINED FROM THE CITY ENGINEER'S OFFICE.
9. UNLESS OTHERWISE SHOWN, THIS CONDOMINIUM PROJECT HAS A PRELIMINARY EASEMENT FOR BOISE CITY STREET LIGHTS OVER THE FIVE (5) FEET DEPTH TO N. GRAND AVENUE AND S. 15TH STREET. THE EASEMENT SHALL NOT PRECLUDE THE INSTALLATION OF LANDSCAPING AND ACCESS TO EACH UNIT.

**REFERENCES**

1. RECORD OF SURVEY NO. 5131
2. RECORD OF SURVEY NO. 2776
3. RECORD OF SURVEY NO. 2438
4. RECORD OF SURVEY NO. 6512
5. CITY PARK SUBDIVISION IN PLAT BOOK 1, AT PAGES 8 & 14

**INDEX OF SHEETS**

SHEET	DESCRIPTION
1	SURVEY DATA & NOTES
2	DEVELOPING UNITS 1-4
3	PLAT AREA UNITS 1-4
4	DEVELOPING UNITS 5-11
5	PLAT AREA UNITS 5-11
6	CONTRACT OF OWNERS
7	APPROVALS

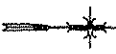
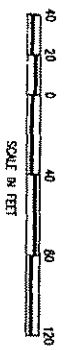
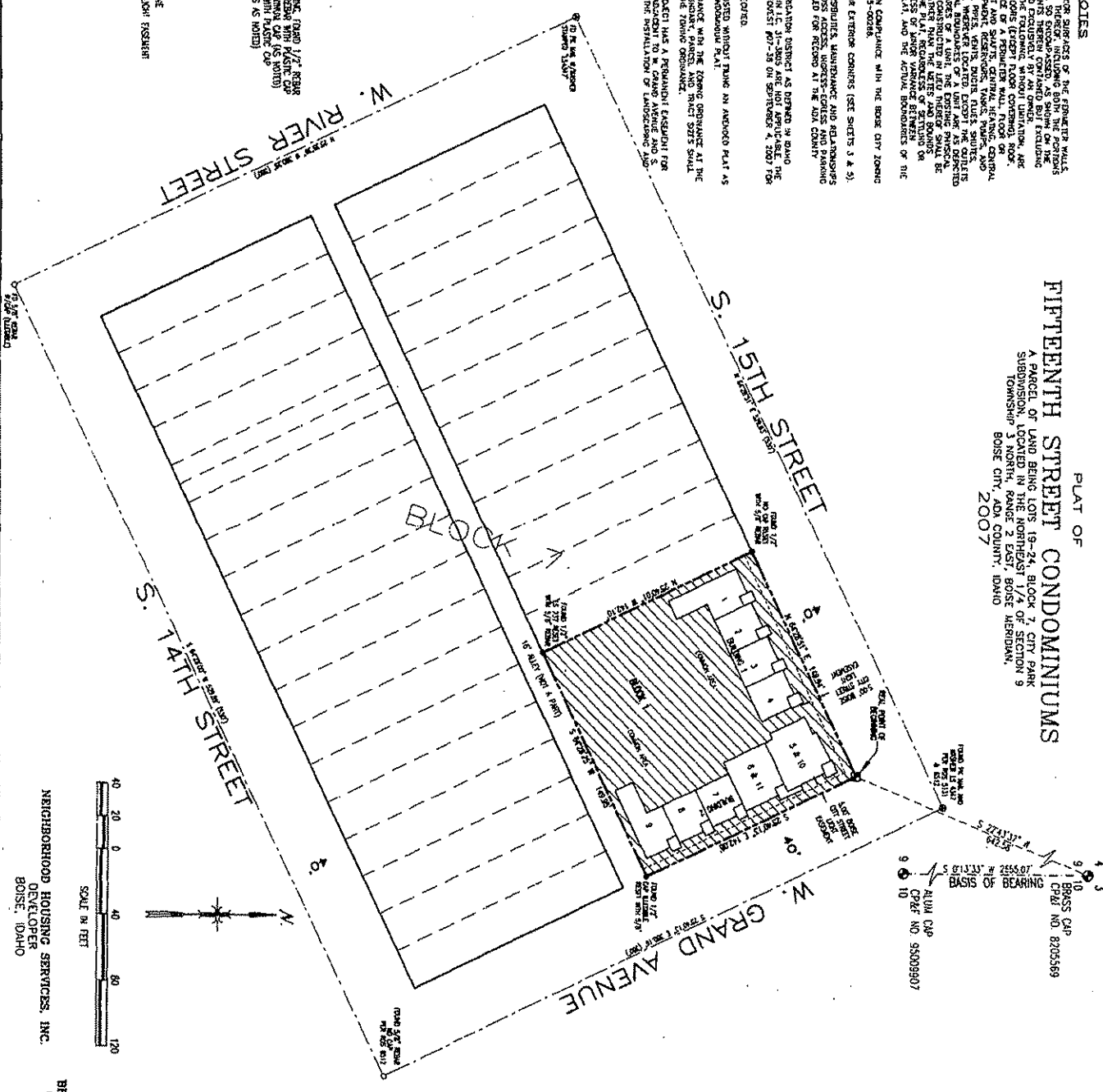
**LEGEND**

- REAR POINT OF ELEVATION (RPO) 147' 8" (SEE SHEET 1)
- NO. OF FEET TO CENTERLINE OF ROAD (SEE SHEET 1)
- FOUND BRASS OR ALUMINUM CAP (AS NOTED)
- SEE 5/8" X 3/8" BRASS OR ALUMINUM CAP (AS NOTED)
- FOUND 5/8" X 3/8" BRASS OR ALUMINUM CAP (AS NOTED)
- FOUND IN WALL
- BOUNDARY LINE
- SECTION LINE
- ROOF-OR-WAY LINE
- CENTRALLINE
- BOUNDARY LINES
- ADJACENT PROPERTY LINE
- 5' BOISE CITY STREET LIGHT EASEMENT
- DATA OF RECORD
- COMMON AREA

**FIFTEENTH STREET CONDOMINIUMS**

A PARCEL OF LAND BEING LOTS 19-24, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9 TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE MERIDIAN, BOISE CITY, ADA COUNTY, IDAHO 2007

**PLAT OF**



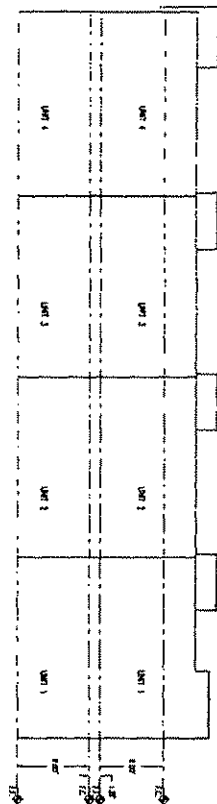
NEIGHBORHOOD HOUSING SERVICES, INC.  
DEVELOPER  
BOISE, IDAHO



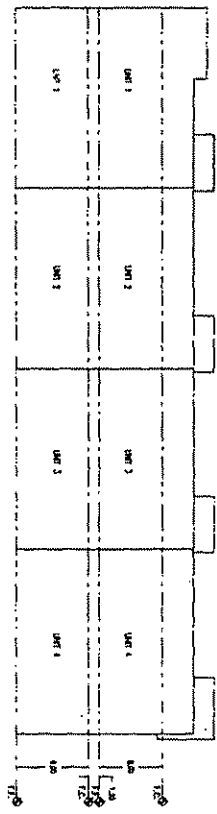
BRIGGS ENGINEERING, INC.  
CONSULTING ENGINEERS  
BOISE, IDAHO  
SHEET 1 OF 7  
2007-01-14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100



FIFTEENTH STREET CONDOMINIUMS  
 UNITS 1-4 BUILDING 1  
 ELEVATIONS

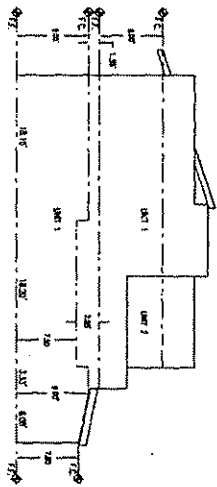


NORTH ELEVATION  
 FACING SOUTH

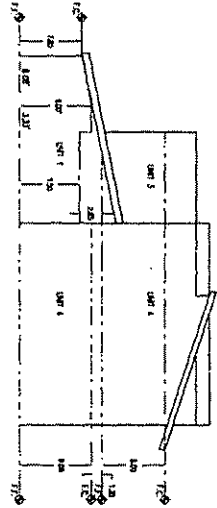


SOUTH ELEVATION  
 FACING NORTH

LEGEND  
 DASHED LINE FINISHED FLOOR  
 F.C. FINISHED CEILING  
 DOTTED LINE VERTICAL BOUNDARY



WEST ELEVATION  
 FACING EAST



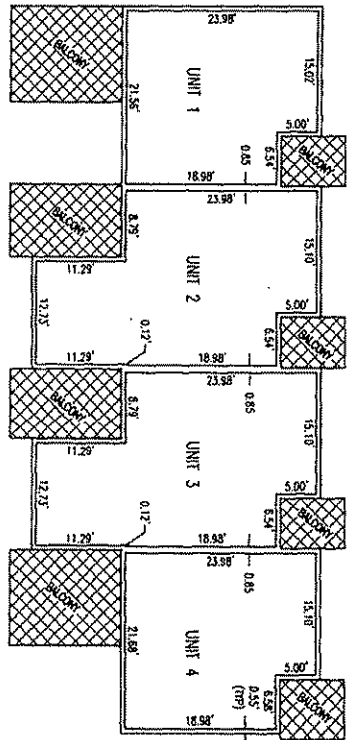
EAST ELEVATION  
 FACING WEST

NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

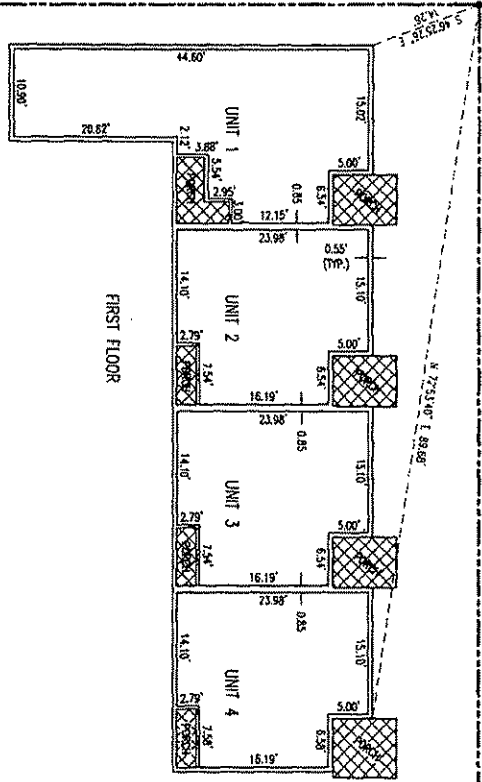
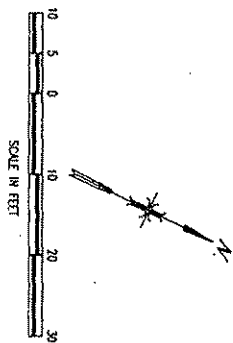


BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO  
 SHEET 2 OF 7  
 10/20/85-15/20/86 1/1/89 JEM

PLAT OF  
 FIFTEENTH STREET CONDOMINIUMS  
 UNITS 1-4 BUILDING 1  
 PLAN VIEW



SECOND FLOOR



FIRST FLOOR

- LEGEND**
- BOUNDARY LINE
  - BUILDING
  - BUILDING TIES
  - LIMITED COMMON AREA

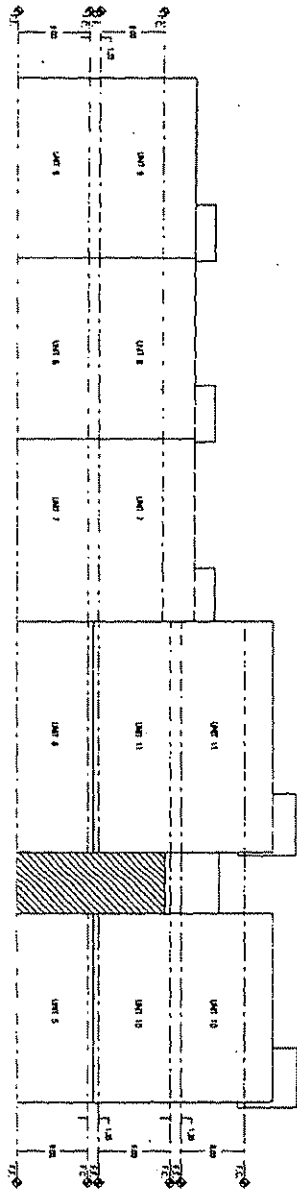


BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

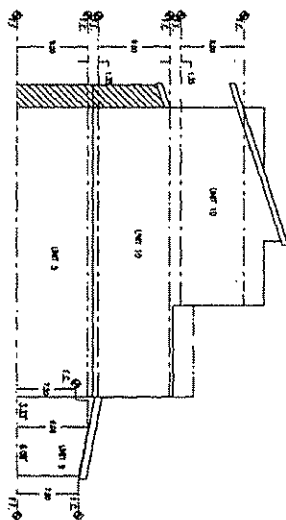
NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

SHEET 3 OF 7  
 11/12/07 BR

PLAT OF  
 FIFTEENTH STREET CONDOMINIUMS  
 UNITS 5-9, & 10-11 BUILDING 2  
 ELEVATIONS

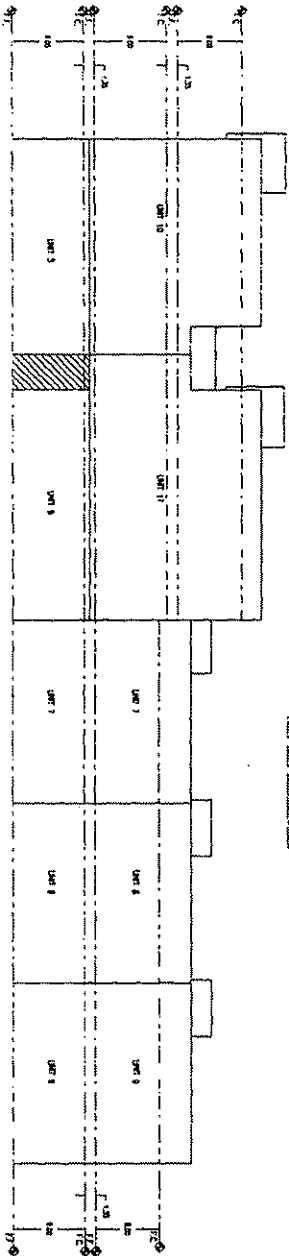


EAST ELEVATION  
 FACING WEST

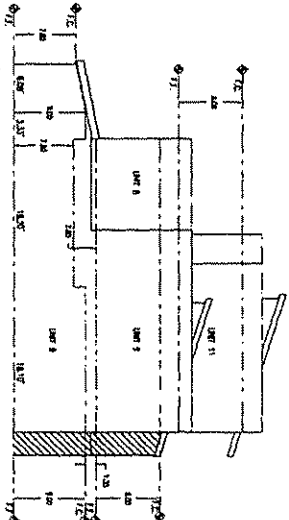


NORTH ELEVATION  
 FACING SOUTH

LEGEND  
 ST. FINISHED ROOF  
 F.C. FINISHED CEILING  
 --- FERTICAL BOARDING  
 [Hatched Box] COMMON AREA (STAIRWAY)



WEST ELEVATION  
 FACING EAST



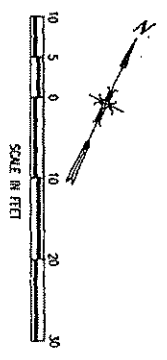
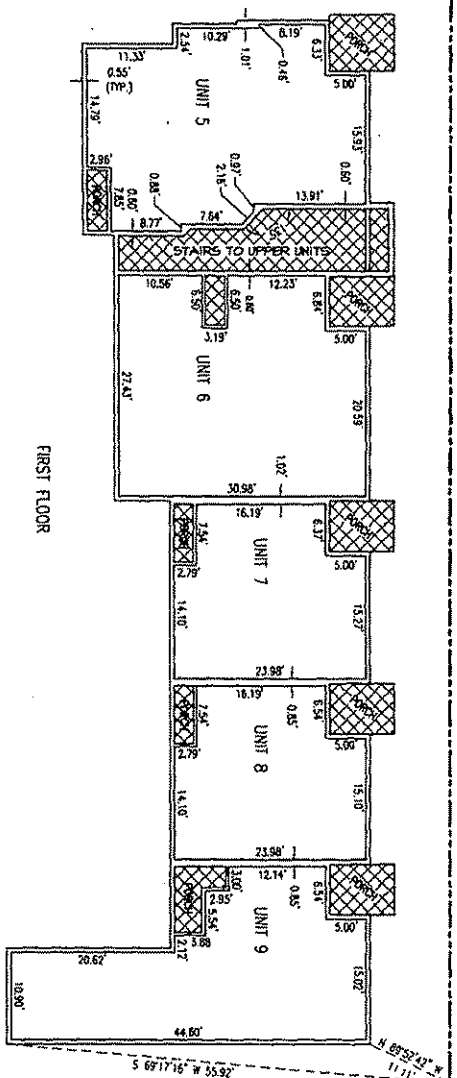
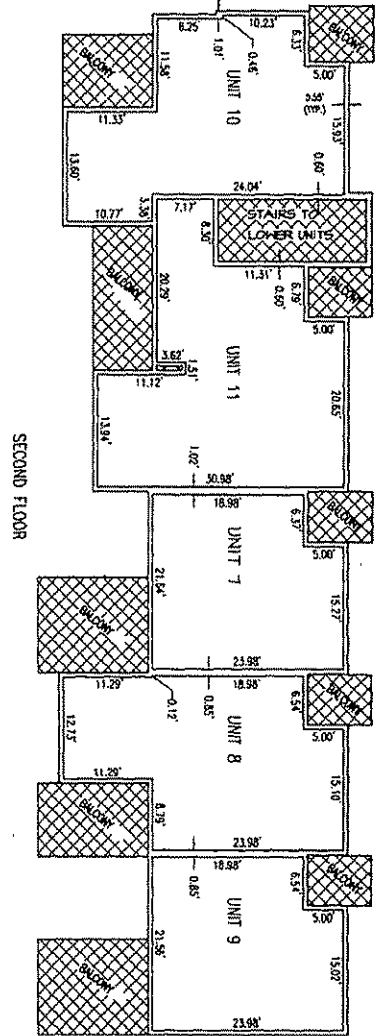
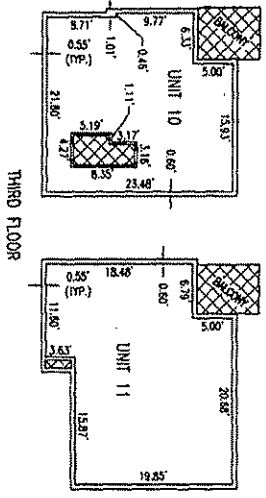
SOUTH ELEVATION  
 FACING NORTH

NEIGHBORHOOD HOUSING SERVICES, INC. BRIGGS ENGINEERING, INC.  
 DEVELOPER CONSULTING ENGINEERS  
 BOISE, IDAHO BOISE, IDAHO

SHEET 4 OF 7  
 10/20/21-21/20/21 11/13/21 21/21



PART OF  
 FIFTEENTH STREET CONDOMINIUMS  
 UNITS 5-9 & 10-11 BUILDING 2  
 PLAN VIEW



- LEGEND**
- BOUNDARY LINE
  - BUILDING
  - - - - - BUILDING IES
  - ▣ UNITS COMMON AREA



NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

BRIGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

SHEET 5 OF 7  
 1/15/2012 11:50:02 AM

# FIFTEENTH STREET CONDOMINIUMS CERTIFICATE OF OWNERS

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HENRY G. SHERMAN, INC., AN OREGON NON-PROFIT CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OREGON, HAS ASSETS AND LIABILITIES, AND IS THE OWNER OF THE REAL PROPERTY DESCRIBED HEREIN AND THAT IT IS THE OWNER OF THE REAL PROPERTY IN THE CONDOMINIUM PROJECT, THE OWNER ALSO HAS A RESERVE FUND TO MAINTAIN AND REPAIR THE COMMON AREAS OF THE CONDOMINIUM PROJECT. THE OWNER ALSO HAS RESERVE FUNDS TO MAINTAIN AND REPAIR THE COMMON AREAS OF THE CONDOMINIUM PROJECT. THE OWNER ALSO HAS RESERVE FUNDS TO MAINTAIN AND REPAIR THE COMMON AREAS OF THE CONDOMINIUM PROJECT. THE OWNER ALSO HAS RESERVE FUNDS TO MAINTAIN AND REPAIR THE COMMON AREAS OF THE CONDOMINIUM PROJECT.

A BLOCK OF LAND BEING LOTS 18-24, BLOCK 1, CITY PARK SUBDIVISION, LOCATED IN THE NEARWEST 1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 3 EAST, BENTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 3 EAST; THENCE S 27°23'17" W ALONG THE NORTHEAST CORNER OF BLOCK 1, CITY PARK SUBDIVISION, AS PLATTED AND RECORDED IN PLAT 3619 OF THE PUBLIC RECORDS OF BENTON COUNTY, OREGON, TO THE POINT OF BEGINNING; OR THENCE S 27°23'17" W ALONG THE WESTERLY FRONT-OF-REAR OF R. EDWARD ANDERSON A DISTANCE OF 142.00 FEET TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 1, OF SAID SUBDIVISION;
- THENCE S 64°23'17" W ALONG THE NORTHERLY FRONT-OF-REAR OF A 18 FOOT WIDE ALLEY A DISTANCE OF 141.85 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID SUBDIVISION;
- THENCE S 27°23'17" W ALONG THE WESTERLY LINE OF SAID LOT 19, A DISTANCE OF 142.10 FEET TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 1, OF SAID SUBDIVISION;
- THENCE S 64°23'17" E ALONG SAID FRONT-OF-REAR, A DISTANCE OF 141.84 FEET TO THE POINT OF BEGINNING OF SAID BLOCK CONTAINING 0.49 ACRES, MORE OR LESS.
- BEYONDS HEREIN USED ARE ACROSS THE EAST LINE OF THE NEARWEST 1/4 OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 3 EAST, BENTON COUNTY, OREGON.

THE EASINGS MENTIONED ON SAID PLAT ARE NOT DEPENDENT ON THE PLAT, BUT THE RIGHT TO USE SAID EASINGS IS HEREBY ASSIGNED TO THE PLAT UNIT'S AND FOR ANY OTHER USES AS NECESSARILY REASON, AND NO REDEMPTION THEREOF ARE TO BE REQUIRED UNDER THE TERMS OF SAID DOCUMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND THE SEAL OF SAID CORPORATION, THIS 24th DAY OF MARCH, 2019.

*[Signature]*  
 HENRY G. SHERMAN, INC.  
 AN OREGON NON-PROFIT CORPORATION

**APPROVAL OF THE RECORD SECURITY INTEREST HOLDER**  
 THE UNDERSIGNED HOLDER OF A RECORDED SECURITY INTEREST IN THE PROPERTY HEREBY CONSENTS TO THE RECORPTION OF THE PLAT AND THE RECORPTION

US BANK N.A., A DELAWARE CORPORATION  
*[Signature]*  
 SUSAN K. BAILEY, VICE PRESIDENT  
 US BANK N.A.

## ACKNOWLEDGMENT

COUNTY OF Malheur SS

ON THIS 24th day of March, 2019, I, Henry G. Sherman, Inc., being the undersigned, a holder of title in and to the real property described herein, have caused this instrument to be executed, delivered and recorded in accordance with the provisions of said instrument, and I have acknowledged to me that said corporation exists and is duly organized under the laws of the State of Oregon.



*[Signature]*  
 Sabrina Whitfield  
 Notary Public  
 Oregon State of Oregon

## ACKNOWLEDGMENT

COUNTY OF Malheur SS

ON THIS 24th day of March, 2019, I, Henry G. Sherman, Inc., being the undersigned, a holder of title in and to the real property described herein, have caused this instrument to be executed, delivered and recorded in accordance with the provisions of said instrument, and I have acknowledged to me that said corporation exists and is duly organized under the laws of the State of Oregon.



*[Signature]*  
 Sabrina Whitfield  
 Notary Public  
 Oregon State of Oregon

## CERTIFICATE OF SURETYOR

I, Henry G. Sherman, Inc., being a corporation organized under the laws of the State of Oregon, do hereby certify that I am a corporation, duly organized under the laws of the State of Oregon, and that I am the owner of the real property described herein, and that I have caused this instrument to be executed, delivered and recorded in accordance with the provisions of said instrument, and I have acknowledged to me that said corporation exists and is duly organized under the laws of the State of Oregon.



*[Signature]*  
 Susan K. Bailey  
 Vice President  
 US Bank N.A.

# FIFTEENTH STREET CONDOMINIUMS APPROVALS

**ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS**

THE FOREGOING PLAN HAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007.



*[Signature]*  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT

**ENDORSEMENT OF BOISE CITY ENGINEER**

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF SAID CITY HAVE BEEN SHOWN TO BE FEASIBLE STREET COMPANIMENTS.

*[Signature]*  
BOISE CITY ENGINEER  
12/15/07

**APPROVAL OF CITY COUNCIL**

I, THE UNDERSIGNED, CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007, THIS PLAN WAS DULY ACCEPTED AND APPROVED.



*[Signature]*  
BOISE CITY CLERK  
12-9-07

**CERTIFICATE OF COUNTY SURVEYOR**

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAN AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND COMPANIMENTS.



*[Signature]*  
COUNTY SURVEYOR  
PLS 6357  
12-87-2007

**CERTIFICATE OF COUNTY RECORDER**

INSTRUMENT NO. \_\_\_\_\_  
STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN MY OFFICE AND WAS DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_

DEPUTY \_\_\_\_\_ EX-OFFICIO RECORDER  
FEE: \_\_\_\_\_

**HEALTH CERTIFICATE**

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 12 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-IMPOSED IN ACCORDANCE WITH SECTION 50-1226, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



*[Signature]*  
CENTRAL DISTRICT HEALTH DEPARTMENT  
DATE: 11-22-07

**CERTIFICATE OF COUNTY TREASURER**

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FOR THE RECORDERS OF DAHS CODE 50-1202, DO HEREBY CERTIFY THAT ALL TAX AND ALL OTHER MONIES DUE TO THE COUNTY TREASURER FROM THE PROPERTY DESCRIBED IN THIS PROPOSED COMPANIMENT PROJECT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT NINETEEN (19) DAYS ONLY.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_



**PLAT NOTES**

1. UNIT DETAILS SHALL BE PROVIDED BY THE ARCHITECTURAL PARTS OF THE PROJECT. WALLS, FLOORS, CEILING, WINDOW COOKS, AND UNIT LINES SHALL BE SHOWN ON THE PLAT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PLAT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PLAT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PLAT.
2. THE DEVELOPMENT OF THE PROPERTY SHALL BE IN COMPLIANCE WITH THE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
3. BUILDING SETBACKS SHALL BE SHOWN AND TO FIRST FLOOR EXTERIOR CORNERS (SEE SHEETS 3 & 5).
4. FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES, MAINTENANCE AND RELATIONSHIPS OF THE UNIT OWNERS, COMMON AREAS AND COMMON/CROSS ACCESS, EGRESS, EGRESS AND PARKING RECORDS OF THE COMMON AREAS, RECORDS SHALL BE KEPT IN THE CITY ENGINEER'S OFFICE.
5. THE LAND UNDER THIS PLAT IS NOT WITHIN AN APPLICABLE ZONING AS SHOWN IN THE CITY OF BOISE PLAT BOOKS GRANTED A WATER RIGHTS #07-28 ON SEPTEMBER 4, 2007 FOR THE PERSONAL RESIDENCE RECREATION.
6. ALL UNIT AREAS ARE TO BE UNLESS OTHERWISE SPECIFIED.
7. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT FIRST BEING APPROVED BY THE DEPARTMENT OF LAND AND CONSERVATION.
8. ALL BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL BUILDING, FRONT, AND REAR SETBACKS SHALL BE MEASURED FROM THE EXTERIOR FINISH GRADE OF THE ZONING ORDINANCE.
9. UNLESS OTHERWISE SHOWN, THIS CONDOMINIUM PROJECT IS A FURNISHED EXHIBIT FOR THE CITY OF BOISE. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR THE REGISTRATION OF THE UNIT OWNERS.

**REFERENCES**

1. RECORD OF SURVEY NO. 5131
2. RECORD OF SURVEY NO. 2775
3. RECORD OF SURVEY NO. 3139
4. RECORD OF SURVEY NO. 6372
5. CITY PARK SUBDIVISION N PLAT BOOK 1, AT PAGES 8 & 14

**INDEX OF SHEETS**

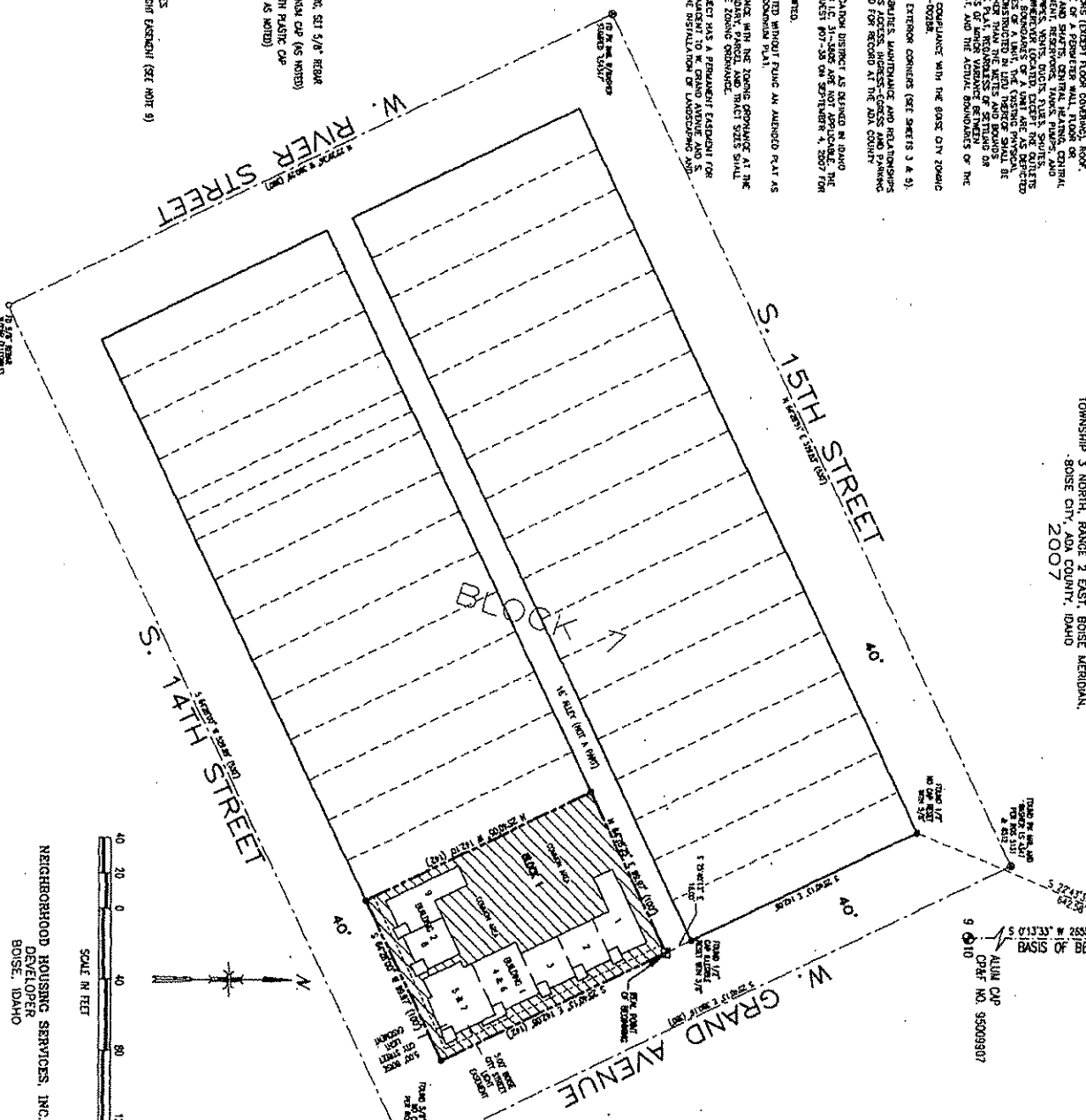
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1	SURVEY DATA & NOTES
2	ELEVATIONS TABLES 1-4
3	PLAN VIEWS UNITS 1-4
4	ELEVATIONS TABLES 5-11
5	PLAN VIEWS UNITS 5-11
6	CERTIFICATE OF OWNERS
7	APPROVALS

**LEGEND**

- REAL POINT OF BEGINNING, SET 5/8" REBAR
- FOUNDING BRASS OR ALUMINUM CAP (AS NOTED)
- SET 5/8" X 1/2" REBAR WITH PLASTIC CAP
- FOUND 5/8" REBAR (AS NOTED)
- FOUND BY THE
- SECTION LINE
- 90°-0' - 0" - 0" LINE
- CENTERLINE
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- 5' BOST CITY STREET LIGHT DISTANCE (SEE NOTE 9)
- COMMON AREA

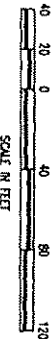
**BUNGALOW NINE CONDOMINIUMS**

PLAT OF  
A PARCEL OF LAND BEING LOTS 1-4, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHWEST 1/4 OF SECTION 9 TOWNSHIP 30S, RANGE 12E, BOISE MERIDIAN, BOISE CITY, BOISE COUNTY, IDAHO  
2007



9/10 BRASS CAP  
1/10 PLAT NO. 8205588

ALUM CAP  
9/10 PLAT NO. 95009907

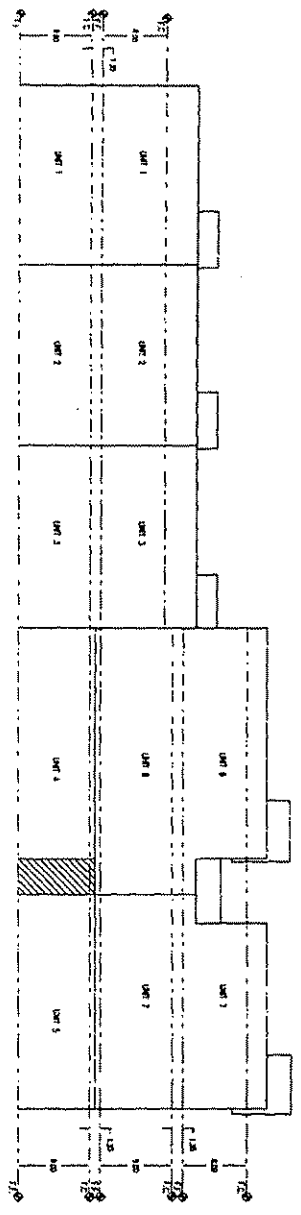


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DEVELOPER  
BOISE, IDAHO

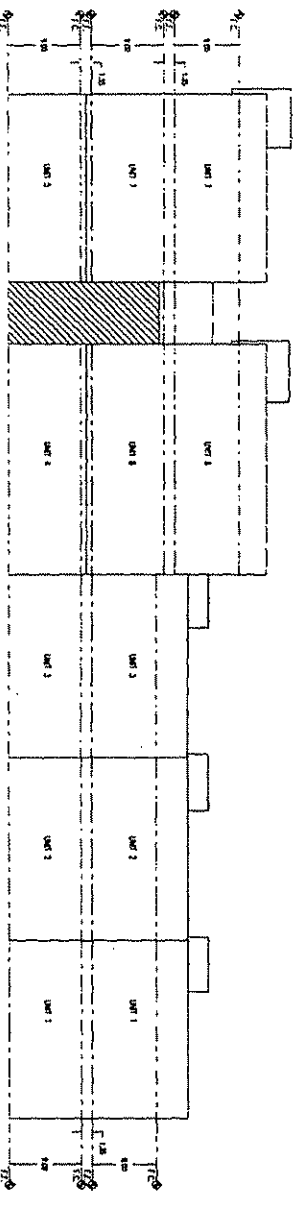
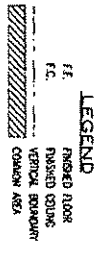
BRIGGS ENGINEERING, INC.  
CONSULTING ENGINEERS  
BOISE, IDAHO  
SHEET 1 OF 7  
2007-01-09-09:12:29 PM



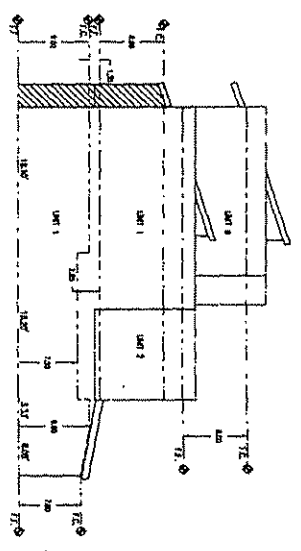
PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 1-5, & 8-9 BUILDING 1  
 ELEVATIONS



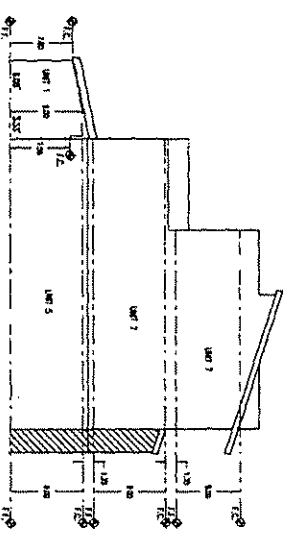
WEST ELEVATION  
 FACING EAST



EAST ELEVATION  
 FACING WEST



NORTH ELEVATION  
 FACING SOUTH



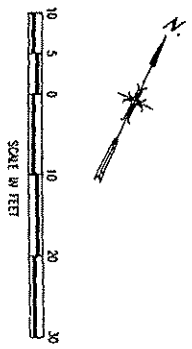
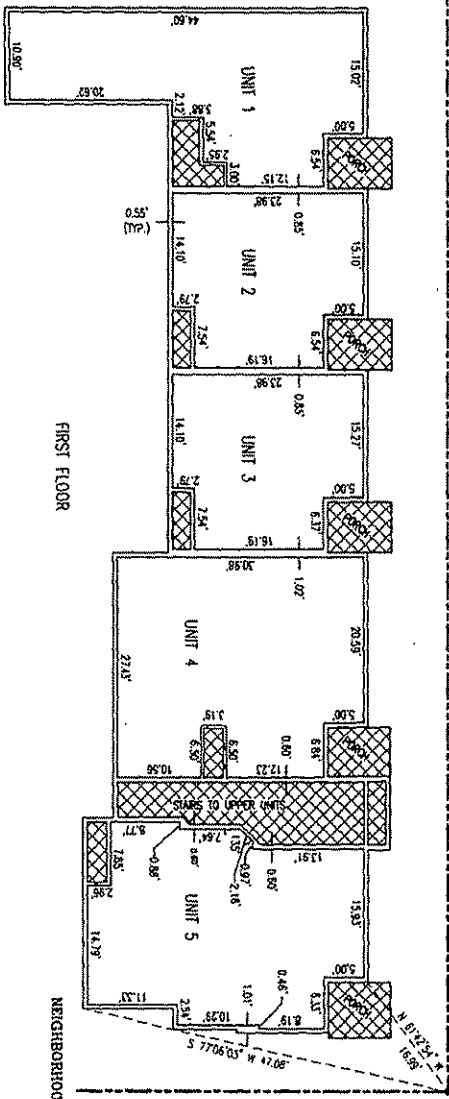
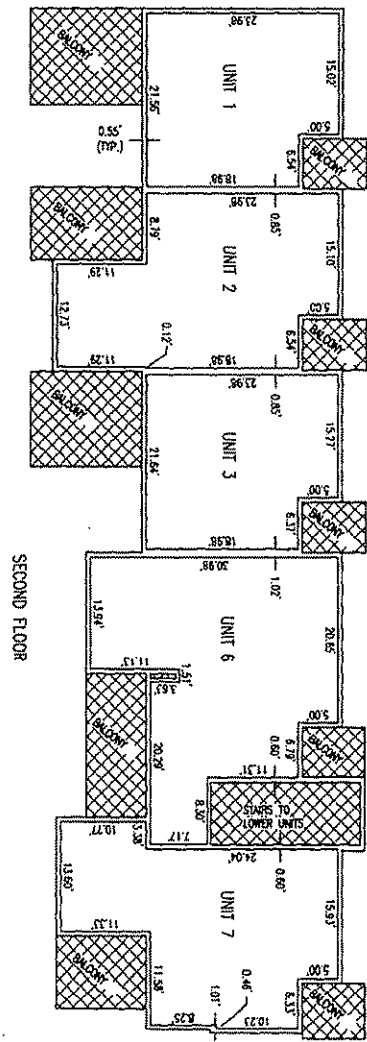
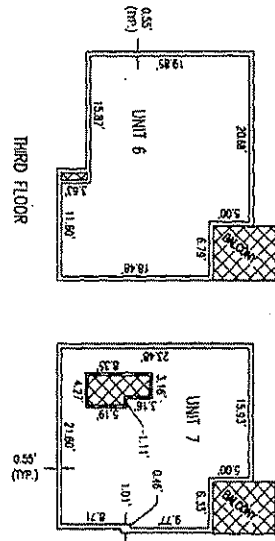
SOUTH ELEVATION  
 FACING NORTH

NEIGHBORHOOD HOUSING SERVICES, INC. BRIGGS ENGINEERING, INC.  
 DEVELOPER CONSULTING ENGINEERS  
 BOISE, IDAHO BOISE, IDAHO





PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 1-5 & 8-9 BUILDING 1  
 PLAN VIEW



**LEGEND**

- [Hatched pattern] UNIT COMMON AREA
- [Dotted pattern] BUILDING
- [Dashed line] BUILDING TIES
- [Solid line] BOUNDARY

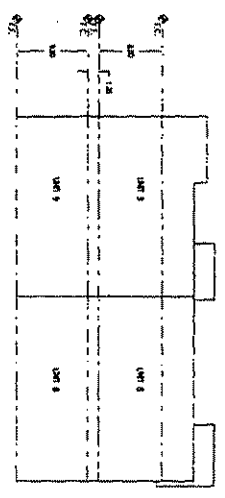
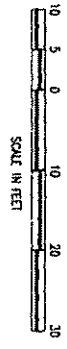


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 BOISE, IDAHO

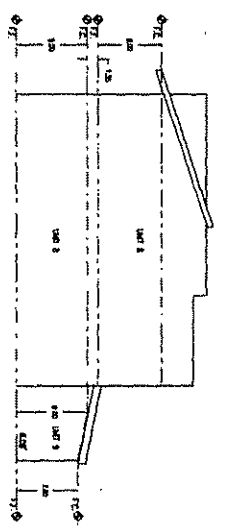
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 BOISE, IDAHO

SHEET 3 OF 7  
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PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 6 & 7 BUILDING 2  
 ELEVATIONS

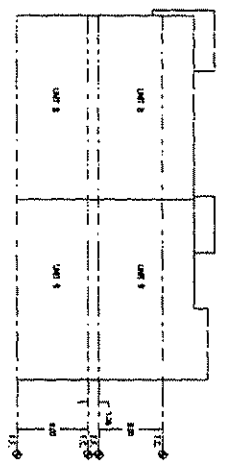


SOUTH ELEVATION  
 FACING NORTH

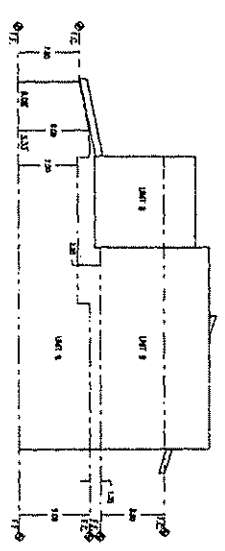


EAST ELEVATION  
 FACING WEST

LEGEND  
 FF FINISHED FLOOR  
 F.C. FINISHED CEILING  
 --- VERTICAL BOUNDARY



NORTH ELEVATION  
 FACING SOUTH



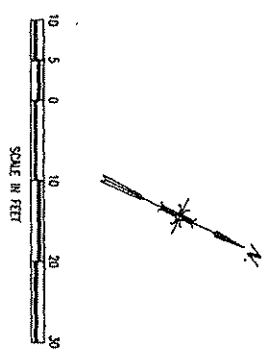
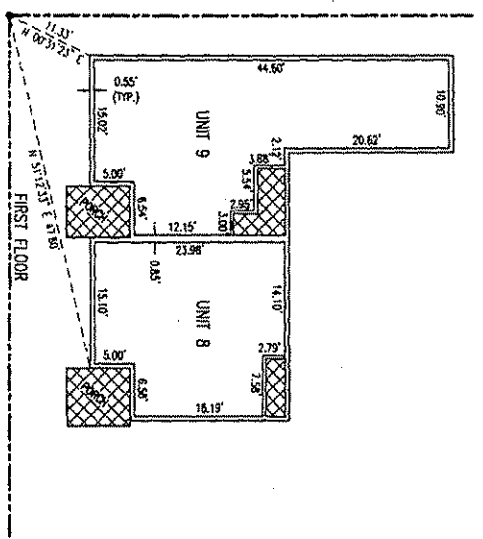
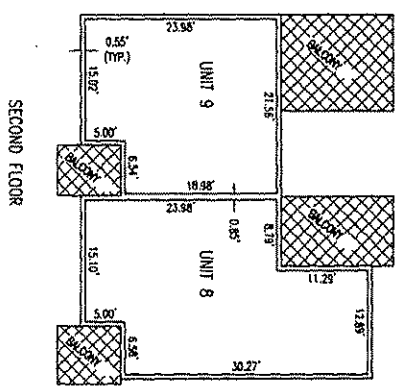
WEST ELEVATION  
 FACING EAST

NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO



BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO  
 SHEET 4 OF 7  
 2007-05-08 11:18:07 AM

PLAT OF  
 BUNGALOW NINE CONDOMINIUMS  
 UNITS 6 & 7 BUILDING 2  
 PLAN VIEW



**LEGEND**

- UNITS COMMON AREA
- BUILDING
- BUILDING NETS
- BOUNDARY



NEIGHBORHOOD HOUSING SERVICES, INC.  
 DEVELOPER  
 BOISE, IDAHO

BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO

SHEET 5 OF 7  
 2001-10-05 (REVISED 11/18/07) M.E.

PLAT OF  
**BUNGALOW NINE CONDOMINIUMS**  
CERTIFICATE OF OWNERS

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS:

THAT NEIGHBORHOOD HOUSING SERVICES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DOES HEREBY CERTIFY TO YOU BUSINESS WITHIN THE STATE OF IDAHO, FOR SAID PUBLIC RECORD, THAT THE PROPERTY AS DESCRIBED BELOW AND THAT IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS CONDOMINIUM PROJECT, THE OWNERS ALSO HEREBY CERTIFIES THAT THE NEIGHBORHOOD HOUSING SERVICES, INC., AN IDAHO NON-PROFIT CORPORATION, HAS RECEIVED FROM THE IDAHO BOARD OF REALTORS (2) ALL UNITS IN THIS CONDOMINIUM WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE THIS CONDOMINIUM PROJECT.

A PARCEL OF LAND BEING LOTS 1-4, BLOCK 7, CITY PARK SUBDIVISION, LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BOISE PLATS, BOISE CITY, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M. 2723337, W. 642.58 FEET TO THE NORTHEAST CORNER OF SAID SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M. 2723337; THENCE S 27°33'37" E ALONG THE WESTERN RIGHT-OF-WAY OF SAID SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M. 2723337, A DISTANCE OF 158.08 FEET TO THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT; THENCE CONTINUING S 25°07'11" E ALONG SAID WESTERN RIGHT-OF-WAY 142.08 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, OF SAID SUBDIVISION; THENCE S 84°28'07" W ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STREET A DISTANCE OF 93.97 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 7;

THENCE N 25°40'05" W ALONG THE WESTERN LINE OF SAID LOT 4, BLOCK 7, A DISTANCE OF 142.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A 16 FOOT WIDE ALLEY;

THENCE N 64°28'25" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 93.97 FEET TO THE REAL POINT OF BEGINNING OF THIS CONDOMINIUM PROJECT;

SAID PARCEL CONTAINS 0.33 ACRES, MORE OR LESS.

BEARINGS HEREIN USED ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 2 EAST, BEARINGS & DISTANCES AS SHOWN ON THE PLAT.

THE CASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC USE AND ARE RESERVED TO THE NEIGHBORHOOD HOUSING SERVICES, INC. FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID CASEMENTS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS 15th DAY OF August 1981.

*[Signature]*  
THOMAS W. LAI, EXECUTIVE DIRECTOR  
NEIGHBORHOOD HOUSING SERVICES, INC.  
AN IDAHO NON-PROFIT CORPORATION

APPROVAL OF THE RECORD SECURITY INTEREST HOLDER  
HOLDER OF THE LAND INCLUDED IN THIS PLAT.  
THE UNDERSIGNED HOLDER OF A RECORD SECURITY INTEREST IN THE PROPERTY HEREIN CONSENTS TO THE RECORDATION OF THE PLA AND THE EXTENSION

US BANK VIA A REMARK CORPORATION

*[Signature]*  
SISON W. KRAL, VP, PRESIDENT  
US BANK, N.A.

**ACKNOWLEDGMENT**

COUNTY OF Ada ) SS  
STATE OF IDAHO )

ON THIS 15th DAY OF August 1981, I, Thomas W. Lai, DAY OF August 1981, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS W. LAI, KNOWN OR IDENTIFIED TO ME TO BE THE EXECUTIVE DIRECTOR OF NEIGHBORHOOD HOUSING SERVICES, INC., AN IDAHO NON-PROFIT CORPORATION, WHO HAS REQUESTED THAT I EXECUTE THIS INSTRUMENT ON BEHALF OF SAID CORPORATION, AND I ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXISTED AT THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*[Signature]*  
NOTARY PUBLIC FOR  
NEIGHBORHOOD HOUSING SERVICES, INC.  
BY COMMISSION EXPIRES 12-31-83



**ACKNOWLEDGMENT**

COUNTY OF Boala ) SS  
STATE OF Idaho )

ON THE 15th DAY OF August 1981, I, Thomas W. Lai, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS W. LAI, KNOWN OR IDENTIFIED TO ME TO BE THE EXECUTIVE DIRECTOR OF NEIGHBORHOOD HOUSING SERVICES, INC., AN IDAHO NON-PROFIT CORPORATION, WHO HAS REQUESTED THAT I EXECUTE THIS INSTRUMENT ON BEHALF OF SAID CORPORATION, AND I ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXISTED AT THE SAME.



**CERTIFICATE OF DIRECTOR**

I, THOMAS W. LAI, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT WAS DESIGNED BY ME IN THE EXERCISE OF MY PROFESSIONAL SKILLS AND KNOWLEDGE, AND THAT I HAVE REVIEWED THE PLAT AND THAT I AM NOT PROVIDING ANY SERVICE TO ANY OTHER PARTY THAN NEIGHBORHOOD HOUSING SERVICES, INC. AND THAT I AM NOT PROVIDING ANY SERVICE TO ANY OTHER PARTY THAN NEIGHBORHOOD HOUSING SERVICES, INC. AND THAT I AM NOT PROVIDING ANY SERVICE TO ANY OTHER PARTY THAN NEIGHBORHOOD HOUSING SERVICES, INC.

*[Signature]*  
THOMAS W. LAI, DIRECTOR  
NEIGHBORHOOD HOUSING SERVICES, INC.



NEIGHBORHOOD HOUSING SERVICES, INC.  
DEVELOPER  
BOISE, IDAHO

PLAT OF  
**BUNGALOW NINE CONDOMINIUMS**  
 APPROVALS

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS



*[Signature]*  
 ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15th DAY OF JULY 2007.

ENDORSEMENT OF BOISE CITY ENGINEER

*[Signature]*  
 BOISE CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE REQUIREMENTS AND CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR BUNGALOW NINE CONDOMINIUMS.

APPROVAL OF CITY COUNCIL



*[Signature]*  
 BOISE CITY CLERK

I, THE UNDERSIGNED CITY CLERK, IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT A RESOLUTION RESOLVING THE CITY COUNCIL SHALL ON THE 15th DAY OF JULY 2007 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CERTIFICATE OF COUNTY SURVEYOR



*[Signature]*  
 COUNTY SURVEYOR  
 12-27-2007

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I AM LICENSED TO PRACTICE AS A SURVEYOR IN THE STATE OF IDAHO, CODE RELATING TO PLATS, SURVEYS, AND CONDOMINIUMS.

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. \_\_\_\_\_  
 STATE OF IDAHO )  
 ) SS  
 COUNTY OF ADA )  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN MY OFFICE AND WAS DULY RECORDED IN BOOK \_\_\_\_\_ OF PLANS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_  
 DEPUTY \_\_\_\_\_ EX-OFFICIO RECORDER  
 FEE: \_\_\_\_\_

HEALTH CERTIFICATE



*[Signature]*  
 CENTRAL DISTRICT HEALTH DEPARTMENT  
 DATE: 12-27-07

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 56, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE RECORDED WITH THE COUNTY RECORDS AND THE RESTRICTIONS MAY BE RE-ASSSESSED IN ACCORDANCE WITH SECTION 56-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER, IN AND FOR THE COUNTY OF ADA STATE OF IDAHO, DO HEREBY CERTIFY THAT I AM LICENSED TO PRACTICE AS A COUNTY TREASURER IN THE STATE OF IDAHO, CODE RELATING TO PLATS, SURVEYS, AND CONDOMINIUMS. THE CONDOMINIUMS WERE FILED FOR THE BEST INTEREST OF THE STATE OF IDAHO.

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_



**EXHIBIT D  
ARTICLES OF INCORPORATION**

**FILED EFFECTIVE**

**ARTICLES OF INCORPORATION** 07 OCT 31 PM 3:49  
**OF**  
**GRAND AVENUE HOMES CONDOMINIUM ASSOCIATION, INC.**  
SECRETARY OF STATE  
STATE OF IDAHO

In compliance with the requirements of Title 30, Chapter 3, Idaho Code, and Title 55, Chapter 15, Idaho Code, the undersigned, who is a resident of Idaho and is of full age, has this day formed a corporation not for profit and does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation is Grand Avenue Homes Condominium Association, Inc., hereafter called the "Association" or the "Corporation."

**ARTICLE II  
REGISTERED OFFICE**

The initial registered office of the Association is located at 1401 Shoreline Drive, Boise, Idaho 83702.

**ARTICLE III  
REGISTERED AGENT**

Thomas M. Lay, whose address is 1401 Shoreline Drive, Boise, Idaho 83702, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV  
INCORPORATORS**

The name and address of the incorporator of the Association is Lauren Maier's Reynoldson, 251 E. Front Street, P.O. Box 639, Boise, Idaho 83701.

**ARTICLE V  
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association is a nonprofit corporation. The specific purposes for which it is formed are to provide for maintenance and preservation of the residential Units and Common Area within the certain tracts of property commonly known as Grand Avenue Homes, and collectively platted as "Fifteenth Street Condominiums" and "Bungalow Nine Condominiums," and more particularly described as:

A parcel of land being Lots 19 through 24, Block 7, City Park Subdivision, located in the NE ¼ of Section 9; Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho ("Fifteenth Street Condominiums"); and

A parcel of land being Lots 1 through 4, Block 7, City Park Subdivision, located in the NE ¼ of Section 7, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho ("Bungalow Nine Condominiums");

IDAHO SECRETARY OF STATE  
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ARTICLES OF INCORPORATION - 1  
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and to promote the health, safety and welfare of the Owners and residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) Exercise all of the power and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Fifteenth Street Condominiums, and that certain Declaration of Covenants, Conditions and Restrictions for Bungalow Nine Condominiums (hereinafter collectively, the "Declaration"), applicable to the Property and recorded or to be recorded in the office of the Recorder, Ada County, Idaho, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of sixty-seven percent (67%) of each Class of Members of the Association, mortgage, pledge, deed-in-trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-seven percent (67%) of each Class of Members of the Association, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of sixty-seven percent (67%) of each Class of Members; and
- (g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

#### **ARTICLE VI MEMBERSHIP**

Every person who is a record owner of a fee or undivided fee interest in any Unit that is subject by covenants of record to Assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Assessment by the Association.

**ARTICLE VII  
VOTING RIGHTS**

The Association shall have two Classes of voting membership.

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned, regardless of whether such Unit is located in the Fifteenth Street Condominiums or the Bungalow Nine Condominiums. When more than one person holds an interest in any Unit, all such persons or entities shall be Members of the Association. The vote for such Unit shall be exercised as the Owners of such Unit determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Cumulative voting is not permitted.

Class B. The Class B Member of the Association shall be the Declarant, and shall be entitled to three (3) votes for each Unit owned by Declarant. The Class B Member shall cease and such membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when ninety percent (90%) of the Units have been conveyed by deed to Owners other than Declarant; or
- (b) on December 31, 2017.

**ARTICLE VIII  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas M. Lay	1401 Shoreline Drive, Boise, Idaho 83702
Beatrice Black	1401 Shoreline Drive, Boise, Idaho 83702
Connie Barnes Friberg	1401 Shoreline Drive, Boise, Idaho 83702

At the first annual meeting, the Members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one Director for a term of three (3) years to replace the retiring Director.

**ARTICLE IX  
DISSOLUTION**

The Association may be dissolved, either by unanimous written consent of all Members or by an alternative vote of not less than sixty-seven percent (67%) of each class of Members at a duly noticed meeting; provided there shall first have been obtained the express consent of the City of Boise City, a municipal corporation of the State of Idaho. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted exclusively to such similar purposes. No part of the monies, properties or assets of the Association, upon dissolution or otherwise, shall inure to



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

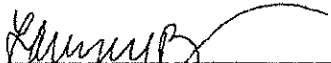
**ARTICLE X  
DURATION**

The Corporation shall exist perpetually.

**ARTICLE XI  
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Idaho, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 24<sup>th</sup> day of October, 2007.

  
\_\_\_\_\_  
Lauren Maers Reynolds

**EXHIBIT D  
BYLAWS**

**BYLAWS  
OF  
GRAND AVENUE HOMES CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS  
OF  
GRAND AVENUE HOMES CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Grand Avenue Homes Condominium Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1401 Shoreline Drive, Boise, Idaho 83702, but meetings of the Members and Directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Assessments" shall mean those payments (including the Regular Assessment, Special Assessments and Limited Assessments) required of Owners and Association Members.

Section 2. "Association" or "Corporation" shall mean Grand Avenue Homes Condominium Association, Inc., an Idaho not-for-profit corporation, its successors and assigns.

Section 3. "Association Property" shall mean Common Area and, in addition, such other property as may be owned and operated by the Association for the benefit of the Owners.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Common Area" shall mean all portions of the Development, excepting all interior and exterior surfaces of the Units including, without limitation, decks, roofs, gutters, downspouts and garages (if any), for the common use and enjoyment of the Owners, or owned in common for the benefit of the Owners, and shall not be dedicated to the public. Such Common Area also includes, without limitation, Building sign(s), entry sign(s); all private utilities, if any; all private sewer lines and manholes, if any; walkways; landscaping; courtyard; driveway(s); sidewalks; curbs; sprinklers; electrical boxes and lines for sprinklers; storm drains; driveways; drainage facilities; parking spaces; and fixtures of any kind whatsoever.

Section 6. "Declarant" shall mean Neighborhood Housing Services, Inc., an Idaho nonprofit corporation, its successors and assigns; provided, however, that such successor or assign has acquired more than one undeveloped Unit from the Declarant for the purpose of development and that such Units constitute the remainder of the unconveyed Units in the Development.

Section 7. "Declaration" shall collectively mean and refer to (a) that certain Declaration of Covenants, Conditions and Restrictions for Fifteenth Street Condominiums, as it may be amended from time to time, recorded or to be recorded in the official records of Ada County, Idaho; and (b) that certain Declaration of Covenants, Conditions and Restrictions for Bungalow Nine Condominiums; as it may be amended from time to time, recorded or to be recorded in the official records of Ada County, Idaho. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration.

Section 8. "Development" shall mean that certain real property hereinbefore described and platted as "Fifteenth Street Condominiums" and "Bungalow Nine Condominiums," together with all appurtenances, and such additions and improvements thereto as may hereafter be brought within the jurisdiction of the Owners and/or the Association. The Development is sometimes referred to herein as the "Grand Avenue Homes."

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Section 9. **"Improvement"** shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Development including, without limitation: all common entryways; service facilities; utilities; walkways; landscaping; driveways; sidewalks; curbs; security lights; mail boxes; sprinklers; storm drains; and fixtures of any kind whatsoever.

Section 10. **"Limited Assessment"** shall mean a charge against a particular Owner and such Owner's Unit, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of the Declaration, including interest thereon.

Section 11. **"Limited Common Area"** shall mean that portion of the Common Area designated in the Declaration and depicted on the respective Plat for use by certain Unit Owners. Limited Common Area includes, without limitation, porches, balconies, hallways, stairwells and railings, and shall be maintained solely by and solely at the cost of the Owner(s) of the Unit(s) to which the Limited Common Area is appurtenant to the exclusion of all others except by limitation of such Owner(s) to such Unit(s).

Section 12. **"Member"** shall mean each person or entity holding a membership in the Association.

Section 13. **"Mortgagee"** shall mean the holder of any deed of trust, or other security instrument encumbering any Unit within the Development.

Section 14. **"Owner"** shall mean the person or other entity holding fee simple interest of record to any Unit which is a part of the Development, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. **"Person"** shall mean any individual person, partnership, limited partnership, corporation, joint-venture, firm, association, trustee, or other legal entity.

Section 16. **"Plat"** shall collectively mean (a) that certain Final Plat for Fifteenth Street Condominiums filed, or to be filed, for record in the office of the County Recorder of Ada County, Idaho, and (b) that certain Final Plat of Bungalow Nine Condominiums filed, or to be filed, for record in the office of the County Recorder of Ada County Idaho, both as may be amended by duly recorded amendments thereof.

Section 17. **"Regular Assessment"** shall mean the portion of the cost of maintaining, improving, repairing, managing and operating Association Property, and the other costs of the Association, which are to be levied against each Unit and paid by each Owner to the Association.

Section 18. **"Special Assessment"** shall mean the portion of the cost of capital improvements or replacements, equipment purchases and replacements, or shortages in the Regular Assessment which are authorized and to be paid by each Owner to the Association.

Section 19. **"Unit"** shall mean that area bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors, and the air space so encompassed, as shown on the Plat, together with all fixtures and improvements therein contained but excluding personal property located in a Unit and owned exclusively by an Owner. Notwithstanding anything herein to the contrary, the following are not part of a Unit including, without limitation, bearing walls, columns, floors (except floor covering) and roofs, perimeter walls (except for the interior surface of a perimeter wall, floor or ceiling), foundations, stairs, elevator equipment and shafts, central heating systems, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit; pipes, vents, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of the perimeter window or door means the points at which such surfaces are located when such windows or doors are closed. The physical window and doors themselves are not part of the Common Area.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first meeting of the Members shall be held during the month of May following incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in May of each year thereafter, at the hour of 7:00 o'clock, P.M. unless otherwise scheduled by notice from the Board of Directors. If the day scheduled for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first business day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote fifty percent (50%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, by first class or registered mail, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting. In the case of a special meeting, the notice shall include a description of the matter or matters for which the meeting is called. In the case of an annual or regular meeting, the notice shall include a description of any matter or matters that must be approved by the Members.

Section 4. Quorum. The presence at the meeting of Members entitled to cast ballots, or of proxies entitled to cast ballots, or mailed written ballots or absentee ballots representing thirty percent (30%) of the votes of the Class A Members, and presence of the Class B Member (so long as the Class B Member exists) shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of the original meeting.

Section 5. Proxies. Each Member may vote individually or by proxy in accordance with the provisions of Idaho Code, but in no event shall more than one (1) vote be cast with respect to any Unit owned by more than one (1) Class A Member. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease upon completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

Section 6. Action by Written Consent. The Members may take action by written consent in accordance with the provisions of Idaho Code.

Section 7. Action by Mailed Written Ballot or Absentee Ballot. The Members may vote by mail or absentee ballot on any corporate action that may be taken at any annual, regular or special meeting in accordance with the provisions of Idaho Code.

**ARTICLE IV  
BOARD OF DIRECTORS; SELECTION; TERM IN OFFICE**

Section 1. Nomination. Except for the initial Board of Directors, which shall be appointed by the Declarant, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each

annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members or non-Members. The Directors shall serve staggered terms, as more specifically set forth below. At the first annual meeting, the Members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect one Director for a term of three (3) years to replace the Director whose term is expiring.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place, time and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next business day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and the use and occupancy of Units therein, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the Common Area, except for ingress and egress to the Unit of such Member, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing before the Board of Directors, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;



(e) Employ a property manager or managers, an independent contractor, legal counsel, certified public accountant, and such other contractors or employees as they deem necessary, and to prescribe their duties; and

(f) Procure and maintain adequate errors and omissions insurance covering the officers and directors of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by fifty percent (50%) of the Class A Members and the Class B Member (so long as the Class B Member exists) who are entitled to vote;

(b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to:

(1) fix the amount of the Regular Assessment against each Unit at least thirty (30) days in advance of each Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto in advance of each Regular Assessment and in advance of the due date for payment of each Special Assessment (if any) and/or Limited Assessment (if any); and

(3) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same or to exercise any other right or means of enforcement allowed by the Declaration.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, except for any amount subject to Assessment which is not known to the maker of the certificate, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned or maintained by the Association and, if the Board deems it to be appropriate, adequate directors and officers liability insurance or errors and omissions insurance covering the officers and directors of the Association;

(f) Cause all officers, employees or agents having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Association Property to be maintained as provided for in the Declaration.

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers and as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; and co-sign all checks and promissory notes;

(b) Vice-President. The Vice-President shall: act in the place and stead of the President in the event of his or her absence, inability or refusal to act; and exercise and

(c) Secretary. The Secretary shall: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board; and

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause and annual review, compilation or audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE VIII  
COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE IX  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE X  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association the Regular Assessment and Special Assessments (if any), and may be required to pay Limited Assessments, which are secured by a continuing lien upon the Unit against which such Assessment is made. Any Assessments that are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, a late penalty in the amount of five percent (5%) may be added and the Assessment shall bear interest from the date of delinquency at a rate equal to eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the late penalty, interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of such Owner Unit. Within ten (10) days after the Board has received a request for a statement of any Owner's account and upon payment of a reasonable fee, such Owner shall be furnished a statement of such Owner's account setting forth the amount of unpaid assessments or other charges due and owing from such Owner.

**ARTICLE XI  
AMENDMENTS**

Section 1. Procedure for Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, or voting by mailed written ballot or absentee ballot.

Section 2. Conflicting Provisions. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration of these Bylaws, the Declaration shall control.

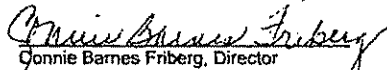
**ARTICLE XII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Grand Avenue Homes Condominium Association, Inc., have hereunto set our hand this 24th day of October, 2007.

  
Thomas M. Lay, Director

  
Beatrice Black, Director

  
Connie Barnes Friberg, Director

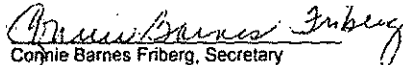
**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Grand Avenue Homes Condominium Association, Inc., an Idaho corporation; and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of October, 2007.

IN WITNESS HEREOF, I have hereunto subscribed my name this 24th day of October, 2007.

  
Connie Barnes Friberg, Secretary



After Recording  
Return to:

Lauren Maiers Reynoldson  
Spink Butler, LLP  
P. O. Box 639  
Boise, ID 83701

**FOR RECORDING INFORMATION**

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
BUNGALOW NINE CONDOMINIUMS**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Bungalow Nine Condominiums ("**First Amendment**") is made effective as of the 27<sup>th</sup> day of March, 2008, by Neighborhood Housing Services, Inc., an Idaho non-profit corporation ("**Declarant**").

**RECITALS:**

A. Declarant is the owner of certain real property located in Ada County, Idaho, which real property is commonly known as "**Bungalow Nine Condominiums.**" Bungalow Nine Condominiums are subject to that certain Declaration of Covenants, Conditions and Restrictions for Bungalow Nine Condominiums, dated December 28, 2004, and recorded as Instrument No. 107170599, official records of Ada County, Idaho (the "**Original Declaration**"). All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Original Declaration. The Original Declaration, as amended by this First Amendment, shall be referred to herein as the "**Declaration.**"

B. Pursuant to Section 13.3 of the Original Declaration, Declarant has the right to amend the Declaration, and any previous amendments thereto, at any time prior to recordation of the first deed to a Unit from Declarant by recordation of a written instrument setting forth such amendment.

C. Declarant now desires to amend the Declaration as set forth in this First Amendment.

**AGREEMENT:**

NOW THEREFORE, for good and valuable consideration, Declarant hereby declares that the Bungalow Nine Condominiums, and each Unit, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Bungalow Nine Condominiums, and to enhance the value, desirability and attractiveness of the Bungalow Nine Condominiums. The terms, covenants, conditions, easements, and restrictions set forth herein: shall run with the land constituting the Bungalow Nine Condominiums, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Bungalow Nine Condominiums or any Unit, parcel, or portion thereof; shall inure to the benefit of every Unit, parcel, or portion of the Bungalow Nine Condominiums and any interest therein; and shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest, and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Grand Avenue Condominium Owners Association, Inc.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BUNGALOW NINE CONDOMINIUMS - 1

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1. The Declaration shall be amended to delete Paragraph 3.1.1 in its entirety, and to substitute a new Paragraph 3.1.1, as follows:

3.1.1 Each Unit shall be used for residential purposes only, on an ownership, rental, or lease basis; and for other reasonable uses normally incident to such use as are from time to time determined appropriate by the Board. Units may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude use by Declarant of any Unit for any purposes permitted under this Section. Declarant may conduct sales activities for all Units owned by Declarant, and the Association and its agents may conduct property management in and about all of the Units and the Common Area.

2. The recitals are incorporated into this First Amendment as if set forth in full herein.

3. Upon the recording hereof, the terms and provisions set forth in the Original Declaration shall be amended by the terms hereof. Except as amended by this First Amendment, all other terms and conditions of the Original Declaration shall remain unchanged and in full force and effect. If there is any conflict between the terms of this First Amendment and the Original Declaration, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed the day and year first above written.

**DECLARANT:**

NEIGHBORHOOD HOUSING SERVICES, INC.,  
an Idaho non-profit corporation

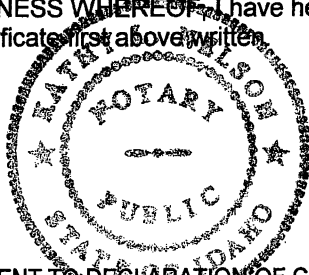
By: Beatrice Black  
Name: BEATRICE BLACK  
Its: INTERIM EXECUTIVE DIRECTOR

**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 27<sup>th</sup> day of March, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Beatrice Black, known or identified to me to be the Interim Executive Director of Neighborhood Housing Services, Inc., the Idaho non-profit corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho non-profit corporation, and acknowledged to me that such Idaho non-profit corporation executed the same.

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



Kathy L. Nelson  
Notary Public for Idaho  
Residing at: Meridian

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BUNGALOW NINE CONDOMINIUMS - 2

My commission expires: 6-20-08

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BUNGALOW NINE CONDOMINIUMS - 3  
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