

ADA COUNTY RECORDER Christopher D. Rich
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CITYSIDE LOFTS CONDOMINIUMS

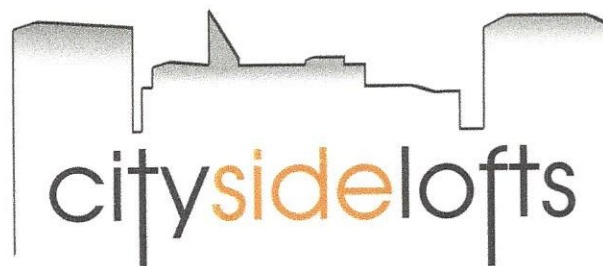
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**THIRD AMENDED AND RESTATED
CONDOMINIUM DECLARATION AND
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR
THE CITYSIDE LOFTS CONDOMINIUMS**



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THIS THIRD AMENDED AND RESTATED CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CITYSIDE LOFTS CONDOMINIUMS (this "Declaration") is made effective as of the ___ day of March 2016, by CitySide Lofts Condominium Association, Inc., an Idaho corporation.

This Declaration amends and restates, and supersedes it in its entirety, that certain Second Amended and Restated Declaration and Covenants, Conditions and Restrictions for the CitySide Lofts Condominiums, recorded as Instrument No. 108119999 in the official records of Ada County, Idaho.

ARTICLE 1. PROPERTY AS CONDOMINIUM PROJECT.

Cityside Lofts, LLC, (the "Declarant") created a condominium project pursuant to the Condominium Property Act, Idaho Code 55-1500 *et seq.*, which is more particularly described on Exhibit A, attached hereto and made a part hereof, and as shown on the Plat of The CitySide Lofts Condominiums recorded June 7, 2006, in Book 95 of Plats at Pages 11697-11709, Instrument No. 106090204, official records of Ada County, Idaho, a copy of which is set out as Exhibit B, attached hereto and made a part hereof, as the same may be amended, modified or supplemented from time to time in accordance with this Declaration (the "Plat"). The Property, together with all the improvements and structures now or hereafter placed on the Property, are sometimes referred to as the "Project" in this Declaration.

The Declarant declared that the Property shall be held, used, conveyed, encumbered, leased, occupied, rented and improved subject to the covenants, conditions, restrictions, reservations and easements stated in this Declaration and the Articles and Bylaws of the Association formed in accordance with this Declaration, all of which are in furtherance of the division of the Property into condominium units and common areas and facilities. The covenants, conditions, restrictions, reservations and easements stated in this Declaration shall be deemed to run with the land and be a burden and benefit to Declarant and all persons who own or acquire an interest in the Property or any part thereof, and their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE 2. DEFINITIONS.

2.1 "Articles" mean the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles is attached hereto as Exhibit C and made a part hereof.



2.2 “Assessment” means a share of the funds required for the payment of common expenses, including Regular, Special and Limited Assessments as more particularly described in Article 8 hereof.

2.3 “Association” means CitySide Lofts Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

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

2.5 “Board” and “Board of Directors” mean those persons who, as a group, serve as the board of directors of the Association.

2.6 “Bylaws” mean the bylaws of the Association, as may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit D and made a part hereof.

2.7 “Common Area” means the common areas and facilities as described in Section 3.6 hereto. For purposes of this Declaration, references to Common Area shall include Limited Common Areas where applicable.

2.8 “Condominium” means a separate interest in a Unit together with an undivided tenants in common interest in the Common Area, expressed as percentages of the entire ownership interest in the Common Area as set forth on Exhibit E, attached hereto and made a part hereof.

2.9 “Condominium Act” means the “Condominium Property Act” of the State of Idaho, as defined in Idaho Code Section 55-1501, or its successor.

2.10 “Condominium Documents” mean this Declaration, the Articles, the Bylaws, the Plat, the Association Rules, and any and all other related documents and instruments as may be amended.

2.11 “Eligible Mortgagee” means the holder of a valid first priority mortgage or deed of trust on a Unit who has given written notice to the Association stating its name, address and the Unit subject to its mortgage or deed of trust.

2.12 “Limited Assessment” means an assessment levied against an Owner by the Association for costs and expenses incurred by the Association for the construction, installation, maintenance, repair and replacement of Common Area and/or Limited Common Area, and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent or willful acts or omissions of any Owner or occupant of a Unit who is occupying a Unit with the consent, either express or implied, of such Owner, as more particularly described in Section 8.7 herein.

2.13 “Limited Common Area” means those portions of the Common Area designated for the exclusive use of an Owner or Owners to the exclusion, limitation or restriction of other Owners. Limited Common Area may be established from time to time by Declarant or the Board on any portion of the Property by describing such area on a recorded Plat, by granting or reserving it in a deed or other instrument, by designating it as such in this Declaration or by recording an amendment to this Declaration. Without limiting the foregoing, fifth-floor roof top decks adjacent to Units 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418 and 419, the parking stalls and storage units located in the underground parking facility and the parking stalls on the surface parking deck shall be Limited Common Area. Notwithstanding anything the contrary contained in this Declaration, the Association may, in its sole discretion, grant exclusive easements to any or all of the Owners of Units 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418 and 419 for the specific purpose of expanding the Limited Common Area of their fifth-floor roof top decks as set forth in Section 4.4 of this Declaration.

2.14 “Member” means each person or entity holding a membership in the Association. Every Owner shall be required to be a Member.

2.15 “Owner” means any person or entity, including Declarant, at any time owning a Condominium. The term “Owner” shall not refer to any Eligible Mortgagee, as herein defined, unless such Eligible Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.16 “Regular Assessment” means an assessment by the Association to provide for the payment of all estimated expenses arising from or connected with the Project as a whole, as more particularly described in Section 8.5 herein.

2.17 “Special Assessment” means an assessment by the Association for the purpose of defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvement, construction or reconstruction or unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, or for any expense incurred as provided in this Declaration, or in the event that the Assessment assessed for any particular year is or will become inadequate to meet the expenses of the Association, such assessment being authorized pursuant to the terms and conditions provided herein, as more particularly described in Section 8.6.

2.18 “Transition Date” means the date upon which the authority and responsibility to administer and manage the Association and the project, subject to this Declaration and the Bylaws, passes to the Association. The Transition Date will be earlier of (1) the date designated by Declarant in a written notice to the Owners, which date may, at Declarant’s election, be any date after this Declaration has been recorded; or (2) the one hundred twentieth (120th) day after closing by Declarant of the first sale of a Unit to a bona fide purchaser.

2.19 “Unit” means the separate interest in a Condominium as depicted on the Plat. For purposes of this Declaration, a Unit consists of the space designated by that Unit’s designation on the Plat that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include: (1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing materials applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material; (2) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor; (3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, countertops, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any; (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit; (5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein; (6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; (7) the portion of fireplaces actually within the interior of a Unit, and fireplace vents or chases, if any; (8) the attic space or storage space above a Unit, if any, to which the Unit has direct and exclusive access; and (9) the elevator located within and exclusively serving the Unit, including all equipment and components of which serve such elevator wherever located, if any; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit: (1) any supporting element of the building contained in the interior walls; (2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and (3) fireplace brick chimneys, if any.

ARTICLE 3. CONDOMINIUM OWNERSHIP.

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

is calculated by dividing the square footage of each Unit by the sum of the square footage of all Units in the Project.

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

3.3 Separation Not Permitted. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part thereof shall be presumed to be a disposition of the entire Condominium together with all appurtenant rights, created by law or this Declaration.

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

3.5 Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If, in the opinion of the Association, any taxes or assessments may be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes and assessments assessed against such Owner's Condominium, or interest therein, and such Owner's interest in the Common Area.

3.6 Common Area. The Common Area consists of the Property, excluding each Unit and such other improvements or portions of the Project as designated by the Association.

3.7 Parking Stalls. As provided in Section 2.13, the parking stalls located in the underground parking facility and on the surface parking deck shall be Limited Common Area. The location/numbering scheme of parking stalls is set forth on the attached Exhibit F. Declarant hereby reserves the right to designate one (1) parking stall that shall serve as Limited Common Area for each Unit at the time of the sale of each Unit by Declarant. Declarant hereby reserves the right to allocate any additional parking stalls that have not been designated for the Units to the Owners of any Unit or Units. Declarant hereby reserves the right to the initial consideration (if any) paid by the purchasers of Units from Declarant for Declarant's designation of parking stalls as Limited Common Area for such Units. The Association shall maintain a written record of all of the parking stalls and the Unit for which each parking stall serves as Limited Common Area (the "Parking Stall List"). Upon the sale of each Unit by Declarant and/or

the initial designation by Declarant of the parking stalls, Declarant shall provide the Association with the parking stall(s) designated for use by the Owner of a Unit for such transaction, and the Association shall update the Parking Stall List. Subject to the Association Rules, only the Owner of the Unit for which a parking stall is designated as Limited Common Area on the Parking Stall List may use such parking stall. Upon an Owner's sale of a Unit, the right to use a parking stall or stalls as Limited Common Area for such Unit shall transfer to the successor Owner of such Unit. Owners may swap parking stalls that serve as a Limited Common Area for their Units; provided, any such swap of parking stalls between Unit Owners must first be approved by the Board in writing and shall be subject to the Board's reasonable discretion. Upon the making of an approved swap of parking stalls, the Association shall update the Parking Stall List. Upon written request, the Association shall provide an Owner with the then current Parking Stall List, certified by the Association as complete and correct.

3.8 Storage Units. As provided in Section 2.13, the storage units located in the underground parking facility shall be Limited Common Area. The location/numbering scheme for storage units is set forth on the attached Exhibit F. Declarant hereby reserves the right to allocate the storage units as Limited Common Area for the Units. Declarant hereby reserves the right to the initial consideration (if any) paid by the purchasers of Units from Declarant for Declarant's designation of a storage units as Limited Common Area. The Association shall maintain a written record of all of the storage units and the Unit for which each storage unit serves as Limited Common Area (the "Storage Unit List"). Upon the initial designation by Declarant of a storage unit, Declarant shall provide the Association with the storage unit(s) designated for use by the Owner of a Unit, and the Association shall update the Storage Unit List. Subject to the Association Rules, only the Owner of the Unit for which a storage unit is designated as Limited Common Area may use such storage unit. Upon an Owner's sale of a Unit, the right to use a storage unit or units as Limited Common Area for such Unit (if any) shall transfer to the successor Owner of such Unit. Owners may swap storage units that serve as a Limited Common Area for their Units; provided, any such swap of storage units between Unit Owners must first be approved by the Board in writing and shall be subject to the Board's reasonable discretion. Upon the making of an approved swap of storage units, the Association shall update the Storage Unit List. In addition, an Owner may transfer its rights to a storage unit to an Owner of a Unit who does not already have a storage unit designated for its Unit; provided, any such transfer of rights between Owners must first be approved by the Board in writing and subject to the Board's reasonable discretion. In no case may more than one (1) storage unit be assigned to any Unit. Upon written request, the Association shall provide an Owner with the then current Storage Unit List, certified by the Association as complete and correct.

ARTICLE 4. EASEMENTS.

4.1 Easements of Enjoyment; Limitations. Each Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from such Owner's Unit, which rights and easements shall be

appurtenant to and shall pass with title to a Unit, subject to the right of the Board to make the Association Rules concerning the use and management of the Common Areas and the Limited Common Areas; provided, however, that each Owner, and their tenants, guests and invitees, shall have vehicular access to and from the Parking Facilities, the Common Areas and an Owner's Unit only from adjacent West Grand Avenue, and provided further that, except as may be allowed by separate written agreement, no vehicular access to and from the Parking Facilities, Common Areas and an Owner's Unit shall be allowed through or upon the adjacent private parking areas and the Myrtle Street entrance to such adjacent private parking areas. Any such non-authorized vehicular access through adjacent private properties is strictly prohibited. Violators of this prohibition may be subject to fines, penalties and other sanctions as determined by the Board. Notwithstanding anything above to the contrary, no Association Rules shall limit or prohibit the right of vehicular ingress and egress to a Unit or to that Unit's parking facilities and common areas so long as such vehicular access is only from West Grand Avenue. Each Owner shall be deemed to have delegated that Owner's right of enjoyment to the Common Areas and to ingress and egress to the occupant of that Owner's Unit.

4.2 Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on the Common Area or the Units.

4.3 Easements of Access for Repair, Maintenance and Emergencies. The Association shall have a right of entry to, over, upon and through all of the Project, including each Unit and the Limited Common Areas, to enable the Association to perform its obligations, rights and duties pursuant to this Declaration with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Project. Without limiting the foregoing, the Association shall have the right of entry to each Unit and the Limited Common Areas in the event of emergencies. The Association shall maintain a master key system to allow for entry to the Units pursuant to this Declaration, with a copy of the master key(s) kept on the Property for use by the fire department and emergency services. If any Owner rekeys or otherwise changes the locks to their Unit, Owner shall ensure that the new or changed locks will continue to support access to the Unit using the master key. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the Owner or occupant of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas. Damage to any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Area shall be an expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner or such Owner's invitees, licensees or

lessees of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the Unit shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Assessment pursuant to Section 9 herein.

4.4 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform its duties and functions pursuant to this Declaration, including the right to grant access easements, utility easements, alter the Common Areas, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association. The Association shall have the right, in its sole discretion, to grant exclusive easements to any or all of the Owners of Units 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418 and 419 for the specific purpose of expanding the Limited Common Area of the fifth-floor roof top decks appurtenant to these Units, subject to the Architectural Control provisions of Section 6.12 and any relevant Association guidelines. The construction of such expansion shall be at the sole expense of each Owner and shall not extend beyond the roof boundary of the fourth floor of their own Unit, nor shall it extend into the existing recreational Common Area on the fifth floor near the elevator or into the corresponding emergency exit walkways to and from each stairway. Any Owner expanding its fifth-floor roof top deck shall indemnify and hold the Association and the other Owners harmless for any damage or liability arising from or related to such construction or the usage of such expanded deck.

4.5 Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Project contributing to the support of another building, utility line or improvement on another portion of the Project shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, and improvements of the Project.

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

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

4.8 Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas or Limited Common Areas: (1) for a six (6) year period from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (2) for the period of any warranties for purposes of making repairs required pursuant to such warranties, and (3) for the initial marketing period, but for not longer than six (6) years from the time of the closing of the first sale of Unit to a bona fide purchaser, to maintain and utilize one or more Units and/or a portion or portions of the Common Areas and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for marketing purposes, and advertising signs.

4.9 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements set forth in this Article 4 even though no specific reference to such easements appear in any such conveyance.

ARTICLE 5. DESCRIPTION OF A CONDOMINIUM.

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

Condominium Unit _____, as shown on the Plat of The CitySide Lofts Condominiums recorded June 7, 2006, in Book 95 of Plats at Pages 11697-11709, as Instrument No. 106090204, official records of Ada County, Idaho, as said plat may be amended or supplemented from time to time, and as defined in the Third Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for The CitySide Lofts Condominiums, recorded as Instrument No. _____, official records of Ada County, Idaho, as said declaration may be amended or supplemented from time to time.

Such description shall be construed to describe the Unit, together with an appurtenant undivided ownership interest as tenants-in-common in the Common Area, and to incorporate all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in the Condominium Documents or any amendments or supplements thereto.

ARTICLE 6. USE OF CONDOMINIUMS.

6.1 Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individual living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (1) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (2) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a six (6) year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units and/or a portion or portions of the Common Areas, as sales and rental models and offices, and for storage and maintenance purposes, provided that Declarant may maintain and utilize one or more of the Units and/or a portion or portions of the Common Areas in the Additional Property (or portion thereof) added to the Project for a six (6) year period of time from the time of the closing of the first sale of a Unit in the property so added to a bona fide purchaser; and (3) one or more Units or a portion thereof, or a portion or portions of the Common Area, may be maintained for use by the Association in fulfilling its responsibilities.

6.2 Owner Maintenance Obligations. Each Owner shall repair and maintain its Unit or Units owned, and all components thereof, and perform cleaning and housekeeping with respect to Limited Common Areas appurtenant to its Unit or Units. Without limiting the generality of the foregoing, an Owner's repair and maintenance obligation shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event an Owner shall fail to make a repair or perform maintenance required of that Owner, or in the event the need for repair or maintenance of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of an Owner or occupant, or is as a result of the failure of any Owner or its predecessor in title to timely pursue to conclusion a claim under any warranty, express, implied or imposed by law, the Association perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the costs thereof shall constitute a Special Assessment on such Owner's Unit. The determination that such repair or maintenance is necessary, or has been so caused, shall be made by the Board.

6.3 Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Board. The Board may direct that any vehicle, equipment or other thing improperly kept in the Common Area be removed, and if it is not removed, the Board may cause it to be removed at the risk and expense of the owner thereof.

Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board, including, without limitation, personal decorations placed in interior hallways.

6.4 Prohibition of Certain Activities; Indemnity. Without the prior written consent of the Board, nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would: (1) result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof; or (2) be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in a Unit. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board.

6.5 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observances, must be white, beige or gray, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. No awning, canopy, shutter or television or citizens band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior or any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt.

6.6 Animals/Pets. No animals of any kind shall be raised, bred, or kept in or about the Common Area except in accordance with the rules and regulations governing pets that may be adopted by the Board from time to time. Any approved pet shall be confined, leashed or otherwise controlled at all times when outside any Unit, and pets shall not be left alone in the Common Area. No Owner shall permit any pet to be a nuisance, which includes but is not limited to excessive barking, biting or growling, and an Owner shall immediately remove such Owner's pet waste from public or private property including the Common Area. The Board may adopt, amend or repeal the Association Rules from time to time governing pets or animals as provided in this Declaration.

6.7 Signs. No signs of any kind, including, without limitation, “for sale” and “open house” signs or commercial signs, shall be displayed on or from any portion of the Property without the consent of the Board. Notwithstanding the foregoing, Declarant shall have the right to display “for sale” or “for rent” signs on the Property.

6.8 Rules and Regulations. No Owner, or an Owner’s lessee, occupant or invitee, shall violate the Association Rules as defined in Section 7.4.1.4.

6.9 Renting and Leasing. In order to maintain the character of the Project as primarily a housing community for owner-occupants, and to assure that the Project meets the requirements of institutional first mortgagees, institutional and governmental agency guarantors, and mortgage insurers necessary to qualify buyers and Owners and/or the Project for owner-occupant residential financing, no more than thirty percent (30%) of the total Units shall be leased at all times, in accordance with the terms of this Section, following the date the Declarant transfers title to a single Unit.

6.9.1 Approval to Lease. The Association shall maintain a list of Units that are leased. Following the date the Declarant transfers title to a single Unit, if an Owner desires to lease a Unit, such Owner shall provide written notice to the Association at least thirty (30) days prior to the proposed commencement date of any such lease. If the Association receives notice of intent to lease a Unit from an Owner, and such lease will not increase the number of leased Units above the thirty percent (30%) maximum limit, then the Association shall provide written notice of the approval of such lease to the requesting Owner.

6.9.2 Leasing Wait List. If the Association receives a notice of intent to lease a Unit from an Owner, and the number of Owner-occupied Units is or would be more than the thirty percent (30%) maximum limit, the Owner providing such notice of intent to lease shall be notified by the Association that the thirty percent (30%) maximum limit is exceeded. The Association shall maintain a list of Owners that sought permission to lease their Units but were unable to do so due to the thirty percent (30%) maximum limit, which list shall be maintained according to the date of each Owner’s request to lease.

6.9.3 Lease Agreements; Restrictions. Any lease agreement for a Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provisions of the Condominium Documents, shall be for a term of not less than one (1) calendar month, and shall provide that the failure by the tenant to comply with the terms of the Condominium Documents shall be a default under the lease. Prior to the commencement of the term of a lease the Owner shall notify the Board, in writing, of the name or names of the tenants and the time during which the lease term shall be in effect. No lease may be of less than an entire Unit. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (1) rental under which occupants are provided customary hotel services such as room service, laundry service and similar services; or (2) rental to roomers or boarders, defined as rental to

one or more persons of a portion of a Unit only. If an Owner leases a Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall be in default of this Declaration, and shall indemnify, defend and hold harmless the Association and the other Owners from and against any and all claims, loss or damage arising from or related to such violation.

6.9.4 Re-Leasing; Change of Tenants. At least thirty (30) days prior to the expiration of an existing lease of a Unit, or within five (5) days of the termination of an existing lease, the Owner of such Unit shall notify the Association of such expiration or termination. Additionally, the Owner shall at that time provide written notice to the Association of its intent to either re-lease the Unit to another tenant or to be removed from the list of Units approved for leasing. If an Owner does not lease its Unit within ninety (90) days of such expiration or termination date, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 6.9.4 may resubmit a new request to the Association for a new approval subject to Section 6.9.1.

6.9.5 Lease Opportunity Notice. If the number of leased Units falls below the thirty percent (30%) maximum limit, the Association shall provide the first Owner on the Leasing Wait List (if any) with notice of the ability to lease such Owner's Unit (the "Lease Opportunity Notice"). If an Owner declines to lease its Unit or does not lease its Unit within ninety (90) days of receipt of a Lease Opportunity Notice, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 6.9.5 may resubmit a new request to the Association for a new approval subject to Section 6.9.1.

6.9.6 Exceptions for Hardship, Familial Relationships. In cases of extreme hardship, including but not limited to disability, job loss, temporary job relocation, military service, divorce, etc., the Association may, in its sole discretion, make an exception to the rental restriction and temporarily authorize an Owner to lease its Unit. The Association may also, in its sole discretion, waive the rental restriction for tenants who are immediate family members such as a parent or child.

6.9.7 Exclusions from Rental Restrictions. Notwithstanding anything to the contrary contained in this Declaration, the rental restrictions set forth Section 6.9 and its subsections, shall not be applicable to: (1) an institutional first mortgagee, insurer, guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, that rents the Unit(s) so acquired, (2) Declarant, or Declarant's assignee who becomes a successor developer for the Project, that rents a Unit or Units owned by Declarant or such successor, (3) a third party who purchases more than two (2) Units from Declarant, which Units are held for investment purposes, that elects to rent such Units, or (4) any Owner that is a

principal or member of Declarant, or otherwise directly or indirectly owns an interest in Declarant, that rents a Unit or Units owned by such Owner.

6.10 Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

6.11 Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas or Limited Common Areas, which may impair the structural integrity of any improvement.

6.12 Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Project, or any part thereof, nor shall any interior remodel or exterior addition to or change or alteration be made to any Unit, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Areas unless approved in writing by the Board or its designated representative or representatives, in its or their sole discretion, or unless the same is authorized by existing Association Rules. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that: (1) the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Owner and its successors and assigns; and (2) that the requesting Owner take reasonable steps designated by the Board to cause the construction of the addition or improvement to not unreasonably interfere with the occupants of other Units.

ARTICLE 7. ASSOCIATION OF UNIT OWNERS.

7.1 Creation. The Association shall be organized by the Declarant and operated in accordance with the Condominium Documents to carry out and enforce the restrictions set forth in this Declaration.

7.1.1 Membership. Every Owner shall be required to be a member of the Association. There shall be one membership in the Association for each Unit. No person or entity other than an Owner may be a Member of the Association, and the Articles and/or Bylaws of the Association shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Condominium or portion thereof. Provided, however, that the rights of membership may be assigned to an Eligible Mortgagee as further security for a loan secured by a lien on a Condominium or to any person or organization that has assumed by contract, or otherwise, liability for paying assessments of any Owner.

7.2 Voting Rights in the Association; Membership Classes. Except as otherwise provided in this Declaration or the Association's Articles and Bylaws, a matter submitted to a vote of the Members shall be deemed approved if the number of votes in favor of such matter exceed those against such matter. As provided in the Association's Articles, the Association shall have two (2) classes of voting membership:

7.2.1 Class A Membership. Class A Members shall be all Owners, with the exception of the Declarant until Declarant's Class B membership has been converted to a Class A Membership pursuant to this Declaration. Each Class A Member shall be entitled to one (1) vote for each Unit in which it holds the interest required for membership in the Association. When more than one (1) person holds such interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to a single vote with respect to such Unit and in no event shall the vote cast with respect to any Unit be split.

7.2.2 Class B Membership. Class B Member(s) shall be Declarant, its successors and assigns. Each Class B Member shall be entitled to the number of votes that is equal to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (1) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; or (2) one calendar year after Declarant has closed sales to bona fide purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project.

Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date.

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

7.4 Powers and Duties of the Association.

7.4.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Condominium Documents as the same may be amended from time to time, and is hereby designated the "Management Body" as provided in the Condominium Act. The Association, functioning through the Board, shall have the power to do any and all lawful things which may be authorized, required or permitted to be

done by the Association under the Condominium Documents and necessary or proper for, or incidental to the proper management, operation and administration of the Project, including, without limitation:

7.4.1.1 Assessments. The power to levy Assessments on the Owners of Condominiums and to require payment of such Assessments.

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

7.4.1.3 Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as the Management Body, and specifically the authority to delegate its powers and duties to a management firm pursuant to a management agreement; provided, however, that any delegation of the Association's powers and duties may be revoked upon thirty (30) days written notice to such management firm. Neither the Association nor the members of the Board shall be liable for any omission or improper exercise by any person or entity to whom any such duty or power has been delegated.

7.4.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Board deems reasonable (the "Association Rules") including fees and/or fines for violation of the Condominium Documents and the Association Rules. The Association shall govern the use of the Units, Common Areas and Limited Common Areas by the Owners, their invitees, licensees, lessees, occupants, and contract purchasers of Owners, it being understood that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the Condominium Documents. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association Rules and any other provision of the Condominium Documents, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Condominium Documents to the extent of any such inconsistency.

7.4.1.5 Emergency Powers. The power to enter upon any Unit and take any corrective action as necessary in connection with any maintenance or construction for which it is responsible, or when necessitated by violation of this Declaration or Association Rules, or in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with the

Association's master key with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

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

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

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

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

7.4.1.8 Property for Common Use. The power to acquire and hold for the use and benefit of all of the Owners, or for the benefit of only those Owners within a particular Condominium, tangible and intangible personal property and real property. The beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in the Common Area. The Association may dispose of such property by sale or otherwise. Such interest shall not be transferable except with the transfer of a Condominium. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

7.4.1.9 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by this Declaration, the Condominium Documents or by law, and every other right or privilege

reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

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

7.4.2.1 Operation and Maintenance of Common Area and Limited Common Area. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace brick chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas, including the Limited Common Areas, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Areas, including the Limited Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have a responsibility to repair or maintain any Unit, or component thereof, of personal property within a Unit.

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

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

7.4.2.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance described in Article 10 hereof.

7.4.2.5 Storm Water Drainage System. The Association shall maintain, repair and replace all improvements and components

comprising the storm water and drainage system located on and/or serving the Property.

7.5 Maintenance of Records and Right of Inspection. The Association shall keep and maintain at its principal place of business, current copies of the Condominium Documents, any rules and regulations applicable to the Property and its books, records and financial statements. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner at the Owner's expense, or by such Owner's duly appointed representatives, and by any Eligible Mortgagee at any reasonable time and for a purpose reasonably related to such Owner's interest as an Owner or such Eligible Mortgagee's interest at the office of the Association or at such other place as the Board shall prescribe. No Owner or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Owner. Upon written request to the Association, any Eligible Mortgagee may have an audited financial statement of the Association prepared at such Eligible Mortgagee's sole cost and expense (including, without limitation, compensation for any actual costs incurred by the Association in responding to any such audit request).

7.6 Registered Agent and Office for Association. Verity Property Management, Inc. (formerly known as Hammack Management, Inc.), whose address is 200 N. 23rd Street, Boise, ID 83702, is hereby designated as the registered agent of the Association to receive service of process for the purposes provided in the Condominium Act. The Board may at any time designate a different agent for such purpose pursuant to the Condominium Act.

ARTICLE 8. ASSESSMENTS.

8.1 Covenants to Pay Assessments. By acceptance of a deed to any Condominium, each Owner of such Condominium thereby covenants and agrees to pay when due all Assessments or charges made by the Association against such Owner pursuant to the provisions of this Article 8 and this Declaration. The due date, manner and method of payment shall be as set forth in this Declaration or as established by the Board from time to time.

8.2 Uniform Levy of Assessment. All Owners shall be responsible for Regular Assessments and Special Assessments levied by the Association, which Assessments shall be levied by the Association at a uniform rate to all Owners except Declarant as provided in Section 8.11, in accordance with sound accounting and management principles, consistently applied.

8.3 Assessment Constitutes Lien. The Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the Condominium against which each such Assessment or charge is made.

8.4 Assessment is Personal Obligation. Each of the Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property at the time such Assessments fall due. Notwithstanding the foregoing, a purchaser of a Condominium (other than an Eligible Mortgagee foreclosing on a deed of trust or mortgage, or taking title to a Unit in lieu of foreclosure) shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of grant or conveyance without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments.

8.5 Regular Assessments.

8.5.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs as provided in the Condominium Documents, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area or furnishing utility services, including water and sewer, and other common services to each Unit, any deficit remaining from previous periods, a management contingency reserve, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively the "Expenses"). Declarant and/or the Association reserves the right to separately meter utility services provided to each Condominium, and in such event the Owner of the Condominium shall be fully responsible for the costs of providing utilities for the Owner's individual use.

8.5.2 Computation of Regular Assessments. Unless otherwise determined by the Board, the Board shall compute and forecast the amount of its Expenses and Regular Assessments on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. Notwithstanding the foregoing, the computation of Regular Assessments shall be completed in good faith and shall be valid upon completion. The computation of the Regular Assessments for the period from the recordation of this Declaration until the beginning of the next fiscal year shall be reduced by an amount that fairly reflects the fact that such period was less than one year. Any increase in regular assessments of twenty-five percent (25%) or more from the regular assessments from the previous year must be approved by at least fifty-one percent (51%) of the Eligible Mortgagees.

8.6 Special Assessments. In addition to the Regular Assessments authorized above, the Association acting through the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, or repair of the Common Area or replacement of a capital improvement in the Common

Area or for which the Association is responsible, including, without limitation, fixtures and personal property related thereto. Special Assessments shall be levied on the same basis as Regular Assessments and shall be subject to the limitations contained in this Article 8; provided, however, that such limitations shall not apply to Special Assessments levied by the Board for expenses incurred in bringing an Owner or Owner's Unit into compliance with the provisions of the Condominium Documents.

8.7 Limited Assessments. The Association acting through the Board may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association, including legal and management fees for the construction, installation, maintenance, repair and replacement of Common Area and equipment and facilities located thereon, including any corrective action necessitated due to damage by the negligent acts of an Owner, or any person or entity occupying a Condominium with the Owner's consent, either express or implied, or for costs incurred in bringing the Owner's Condominium into compliance with the provisions of the Condominium Documents. A Limited Assessment may also be levied against any Owner whose Unit incurs a material and substantially disproportionate percentage of the expenses associated with water and sewer services or other utilities.

8.8 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, the Regular Assessment shall be paid in monthly installments. Each Regular Assessment shall become delinquent unless paid prior to the tenth (10th) of the month, without prior notice or demand from the Association, so long as Regular Assessments are paid monthly. Each Special Assessment shall become delinquent unless paid within ten (10) days after the Association's delivery of notice thereof to an Owner. There shall accrue, with each delinquent payment a single late charge of ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at the lesser of (1) twelve percent (12%) per annum or (2) the maximum rate allowed by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Condominium as more fully provided herein.

8.9 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Regular and Special Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Owner's Condominium. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

8.10 Initial Assessment. By acceptance from Declarant of any conveyance by deed or other recorded instrument for their Condominium, Owners acquiring their Condominium agree to pay an initial assessment for a working capital fund equal to an amount of two (2) months of the estimated assessments due for their respective Units, which amounts shall be used to meet unforeseen expenditures or purchase any additional equipment or services and shall be deposited into a segregated fund when control of the Association is transferred to the Owners pursuant to the terms of this Declaration. Such initial assessments shall not be considered as advance payments of Regular Assessments.

8.11 Declarant Assessment Obligations. Notwithstanding anything to the contrary contained in this Declaration, beginning the first day of the month after this Third Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for the CitySide Lofts Condominiums is recorded, and continuing for five (5) years thereafter, for each Unit owned by Declarant and not previously sold to another person or entity, Declarant shall be subject to dues and assessment rights and obligations as follows:

8.11.1 Declarant shall pay special and limited assessments as a single-Unit owner regardless of the number of Units Declarant owns that were not previously sold to another person or entity.

8.11.2 Declarant shall pay full regular assessments for each month that Declarant rents out a Unit that Declarant owns which was not previously sold to another person or entity. Such a Unit shall be deemed rented out if, for 15 or more days of the month, said Unit is subject to a lease or rental agreement or otherwise used as a residence.

8.12 Beginning five (5) years from the date this Third Amended and Restated Condominium Declaration and Covenants, Conditions and Restrictions for the CitySide Lofts Condominiums is recorded, Declarant shall be subject to all dues and assessment rights and obligations in Article 8 and Article 9 in the same manner as an Owner, separately for each Unit owned by Declarant.

8.13 Articles 8.11, 8.11.1, 8.11.2, 8.12, and this Article 8.13, shall not be amended, repealed or superseded without Declarant's written consent, except that the Association may, upon proper vote, amend Article 8.12 to extend the five (5) year term.

ARTICLE 9. ENFORCEMENT OF ASSESSMENTS; LIENS.

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments, including any late charges and/or interest accrued thereon, pursuant to the provisions hereof. Each Owner shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, including any late charges and/or interest accrued thereon, and agrees to the enforcement of all Assessments in

the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys' fees and costs or collection agency fees, including the costs and expenses for any lien releases, in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Section to enforce the liens created pursuant to this Section. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

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

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

9.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale in deeds of trust or any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or

director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

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

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Condominium shall not be subordinate to the lien of any mortgage or deed of trust except the lien of an Eligible Mortgagee given and made in good faith and for value that is of record as an encumbrance against such Condominium prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Section with respect to an Eligible Mortgagee who acquires title to a Condominium, the sale or transfer of any Condominium shall affect neither the Assessments lien provided for herein, nor the creation thereof by the recordation of a notice of assessment, 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.

9.6 Rights of Eligible Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of an Eligible Mortgagee upon a Condominium made in good faith and for value, and recorded prior to the recordation of such amendment.

ARTICLE 10. INSURANCE.

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

10.1.1 Casualty Insurance. The Association shall obtain and maintain insurance for all Units, which shall expressly include all fixtures, appliances, and improvements that are contained within or are a part of each Unit, but shall expressly exclude the increased value (if any) of any betterments and/or alterations in each Unit above those improvements used to establish the replacement value for each respective Unit, and all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common

Areas, Limited Common Areas, or common property of the Association, including, without limitation, foundations, footings, roofs, interior and exterior finishes, electrical, mechanical, utilities, site, parking garage and landscaping improvements of any nature, against loss or damage by fire, lightning, and such other perils as are ordinarily covered with respect to project similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locate of the Project, or, if the policy does not include an "all risk" endorsement, a policy that includes "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). The casualty insurance required by this Section 10.1.1 shall include an allowance for demolition and debris removal in an amount not less than five percent (5%) of the total replacement cost set forth in the policy.

10.1.2 Public Liability and Property Damage Insurance. The Association shall obtain and maintain broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection, but in any event with policy limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

10.1.3 Workers Compensation and Employer's Liability Insurance. The Association shall obtain and maintain workers compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law. Contractors providing services for the Association shall be required to provide proof of workers compensation and liability insurance prior to working on the Project.

10.1.4 Fidelity Insurance; Director and Officer. The Association shall obtain and maintain in such amounts and in such forms as it shall deem appropriate coverage against liability of its officers and directors, dishonesty of employees, destruction or disappearance of money or securities, and forgery, but in any event with policy limits for the maximum amount of funds handled by the Association and its agents and representatives.

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

10.2 Form. Each policy shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first

given to each Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name Declarant and the Association as the insured, with the Association as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Common Areas.

10.3 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Association pursuant to Article 10.

10.4 Owner's Own Insurance. Each Owner shall be responsible for obtaining and maintaining insurance coverage for such Owner's general liability with respect to his or her Unit, any personal property located within such Unit, and the increased value (if any) of any betterments and/or alterations made to such Owner's Unit above those improvements used to establish the replacement value for such Owner's Unit. Any Owner or occupant may obtain and maintain in force such insurance in addition to that provided by the Association pursuant to this Declaration as that Owner or occupant may determine, subject to the provisions hereof, and provided that no Owner or occupant may at any time purchase individual policies of insurance against loss covered by the insurance to be maintained by the Association pursuant to this Declaration. In the event any Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss or proceeds.

ARTICLE 11. CASUALTY, DAMAGE OR DESTRUCTION.

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

11.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Board their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with their respective share of the Common Area's damage or

destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

11.3 General Authority of Association. As attorney-in-fact, the Board 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.

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

11.5 Repair or Reconstruction. As soon as practicable after receiving estimates under Section 11.4, the Board shall diligently pursue to completion the repair or reconstruction of that part of the Common Area damaged or destroyed. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Common Area or may be in accordance with any other plans and specifications the Association may approve.

11.6 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Board, pursuant to Section 8.6 hereof, may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such Special Assessments shall be allocated and collected as provided in that Section. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided in Section 11.6 constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Board under Section 11.6 of this Declaration.

ARTICLE 12. CONDEMNATION.

12.1 Consequences of Condemnation. If at any time or times during the continuance of condominium ownership of the Property created by this Declaration, all or any part of the Common Area shall be taken or condemned by any public authority or

sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

12.2 Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association, except to the extent that any portion of a Condemnation Award is payable to a First Mortgagee pursuant to the terms of this Declaration.

12.3 Taking. The total amount allocated to taking of or injury to the Common Area shall be apportioned among the Owners in the same proportions as their shares of the Common Area as provided in this Declaration.

12.4 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 11.6 above.

ARTICLE 13. AMENDMENTS.

13.1 By Declarant. Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively, "Amendment") by Declarant by recordation of a written instrument setting forth such Amendment until the closing by Declarant of the first sale of a Unit to a bona fide purchaser. Notwithstanding the foregoing, Declarant shall not make any Amendment to those terms and conditions contained in this Declaration that are required by the City of Boise as conditions of approval of the Project, without the prior written consent of the City of Boise. Notwithstanding anything to the contrary contained in this Declaration, an amendment to the Declaration by the Declarant pursuant to Section 2.13 or Section 13.5 shall not require the vote or written consent of the Members.

13.2 By Members. Except as otherwise provided in this Declaration, after the closing by Declarant of the first sale of a Unit to a bona fide purchaser, any Amendment to this Declaration, other than to Article 13, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing more than sixty-seven percent (67%) of the total votes which may be cast by all of the Members, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation in the real property records of Ada County, Idaho; provided, however, that any Amendment that alters voting rights must also be approved by at least fifty-one percent (51%) of the Eligible Mortgagees. Any Amendment to Article 13 shall require the vote or written consent of Owners holding seventy-five percent (75%) of the total votes which may be cast by all of the Members. Notwithstanding anything to the contrary contained in this Declaration, an amendment to the Declaration by the Board pursuant to Section 2.13 shall not require the vote or written consent of the Members.

13.3 Effect of Amendment. Any Amendment of this Declaration approved in the manner specified above and recorded in the real property records of Ada County, Idaho shall be binding on and effective as to all Owners notwithstanding that such Owners may not have voted for or consented to such Amendment. Such Amendment may add to and increase the restrictions applicable to the Project but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Condominium which existed prior to the said amendment.

13.4 Amendments to Plat. Notwithstanding anything to the contrary contained in this Declaration, any amendment to the Plat for the Project, or any amendment to this Declaration that serves to alter the Plat for the Project, shall be subject to the prior review and approval of the Ada County Surveyor's office in accordance with applicable law.

13.5 Declaration and Plat Amendments for Building 2. Each Owner hereby agrees and acknowledges that this Declaration is a matter of public record, and each Owner is deemed to have notice and knowledge of each and every term, condition and provision contained in this Declaration, including, without limitation, those terms, conditions and provisions set forth in this Section 13.5. Units 101, 102, 103, 104, 105, 106, 107, 201, 202, 203, 204, 205, 206, 207, 301, 302, 303, 304, 305, 306, 307, 401, 402, 403, 404, 405, 406, 407, 501, 502, 503, 504, 505, 506 and 507, and the Common Area located within the building containing these Units, is referred to herein as "Building 2." Each Owner, by accepting a deed or other conveyance from Declarant, hereby grants Declarant a limited power of attorney and appoints Declarant as such Owner's attorney-in-fact for the purpose of Declarant executing on behalf of such Owner any and all amendments to this Declaration and the Plat for Declarant to amend the configuration, boundaries, and location of Units and Common Area in Building 2. The ability of Declarant to execute on behalf of the Owners any and all amendments to this Declaration and the Plat for Declarant to amend the configuration, boundaries, and location of Units and Common Area in Building 2 shall terminate upon the sale of any Unit in Building 2 by Declarant (but shall not terminate upon the sale of all of the Units in Building 2 by Declarant in a single transaction). The appointment by the Owners of Declarant as their attorney-in-fact and the ability of Declarant to execute on behalf of the Owners any and all amendments to this Declaration and the Plat for Declarant to amend the configuration, boundaries, and location of Units and Common Area in Building 2 in accordance with this Section 13.5 expressly serve as a material part of the consideration for any sale agreement between the Owners and Declarant, and are material inducements for Declarant to enter into such sales agreement. Each Owner, by accepting a deed or other conveyance from Declarant, hereby covenants to be bound by the terms of this Section 13.5, and expressly acknowledges and agrees that an amendment to the Declaration and Plat by Declarant pursuant to the terms of this Section 13.5 may alter, increase or decrease the Common Area as well as the total number of Units in the Project, which may increase the dues and assessments which may otherwise be due by an Owner under this Declaration. The terms, conditions and

provisions of this Section 13.5 shall supersede any other conflicting terms, conditions and provisions set forth in the Declaration.

ARTICLE 14. MORTGAGEE PROTECTION.

Upon written request to the Association from an Eligible Mortgagee, such Eligible Mortgagee shall be entitled to notice of the following: (1) any condemnation or casualty loss that affects either a material portion of a building or a Unit encumbered by such Eligible Mortgagee; (2) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit encumbered by such Eligible Mortgagee; (3) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees under this Declaration.

ARTICLE 15. LIMITATION OF LIABILITY.

15.1 No Liability. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board (nor the Declarant or Declarant's managing agent) shall be liable for: (1) the failure of any utility or other service to be obtained and paid for by the Board; (2) injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings or from any of their pipes, drains, conduits, appliances or equipment, or from any other place; or (3) inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

15.2 No Personal Liability. To the fullest extent permitted by law, so long as a Board member, Association committee member, Association officer, Declarant or the managing agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be liable to any Unit Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person.

ARTICLE 16. INDEMNIFICATION.

Each Board member, Association committee member and Association officer, the Declarant and the managing agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he may become involved, by reason of holding or having held such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is

adjudged guilty of willful misfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 17. MISCELLANEOUS.

17.1 Enforcement and Non-Waiver.

17.1.1 Right of Enforcement. Except as otherwise provided herein, any Owner or the Association shall have the right to enforce any or all of the provisions of this Declaration against the Owners and the Association.

17.1.2 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

17.2 Registration of Mailing Address. Each Owner shall register such Owner's mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands to be served on Eligible Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Eligible Mortgagee at such address as the Eligible Mortgagee may have furnished to the Association in writing. Unless the Eligible Mortgagee furnishes the Association with such address, the Eligible Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for herein.

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

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

17.3.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 17.3.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability or any other provision herein.

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

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

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

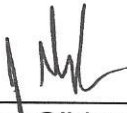
17.5 Attorney Fees; Remedies. In the event of any demand, proceeding, action or suit based upon or arising out of any alleged breach by any party of any covenant, condition, restriction or term contained in this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs of such demand, proceeding, action or suit from the other party. All rights and remedies of each of the parties under this Declaration shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Declaration or applicable law.

[end of text]

This Declaration is executed effective this 9th day of March, 2016.

Cityside Lofts Condominium Association, Inc., an
Idaho corporation

By:

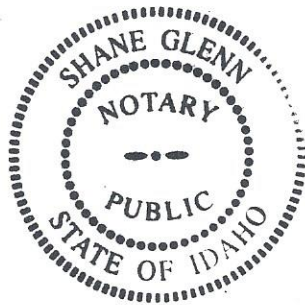


Jasper Gibbons, President

STATE OF IDAHO)
):ss
County of Ada)

On this day of March 9th, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Jasper Gibbons, known or identified to me to be the President of CitySide Lofts Condominium Association, Inc., an Idaho corporation, and acknowledged to me that such 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.



Shane Glenn
Notary Public
Residing at Boise, Idaho
Commission Expires 9-15-2021

CERTIFICATE OF CONSENT OF MEMBERS

The undersigned, as President and Vice President/Secretary of the CitySide Lofts Condominium Association, Inc., certify and attest that this Third Amended and Restated Condominium Declaration and Covenants, Conditions, and Restrictions for The CitySide Lofts Condominiums (to which this certificate is attached) has been approved by the written consent of Members representing more than sixty-seven percent (67%) of the total votes which may be cast by all of the Members, and hereby consent to the filing of such instrument pursuant to the Condominium Property Act, Title 55, Chapter 15, Idaho Code.

DATED this 9th day of March, 2016.

CitySide Lofts Condominium Association, Inc., an Idaho corporation

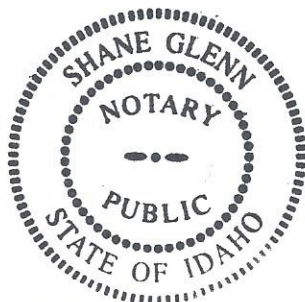
By: [Signature]
Jasper Gibbons, President

By: [Signature]
Mary Jane Daluge, Vice President/Secretary

STATE OF IDAHO)
) :ss
County of Ada)

On this day of March 9th, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Jasper Gibbons and Mary Jane Daluge, known or identified to me known to be, respectively, the President and Vice President/Secretary of CitySide Lofts Condominium Association, Inc., an Idaho corporation, the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such 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.



[Signature]
Notary Public
Residing at Boise, Idaho
Commission Expires September 15, 2021

EXHIBIT A

Legal Description of Property

DESCRIPTION FOR CITYSIDE LOFTS CONDOMINIUMS

A parcel of land being all of Lots 6 thru 9 and portions of Lots 10 and 11 of Block 12 of amended City Park Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 1 of Plats at Page 14 and a portion of the NW 1/4 of Section 10, T.3N., R.2E., B.M., Boise, Ada County, Idaho, also know as Tract "A" on Record of Survey No. 5113, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 100075289 and more particularly described as follows:

COMMENCING at a Brass Cap marking the Northwest corner of said Section 10; thence along the West boundary of said Section 10

South 00°13'04" West 1224.11 feet to a point; thence at right angles

South 89°46'56" East 104.77 feet to a Brass Cap marking the centerline intersection of South 13th Street and West Grand Avenue; thence along said centerline of West Grand Avenue

South 25°41'12" East 40.00 feet to a point on the extended Northwesterly boundary of said Block 12; thence along said extended Northwesterly boundary

North 64°18'57" East 40.00 feet to a Brass Cap marking the Northwesterly corner of said Block 12, said point being the **POINT OF BEGINNING**; thence along the Northwesterly boundary and extended Northwesterly boundary of said Block 12

North 64°18'57" East 328.14 feet to a Brass Cap on the Southwesterly Right-of-Way line of West Myrtle Street; thence along said Southwesterly Right-of-Way line

South 55°05'21" East 33.14 feet to an iron pin, thence leaving said Southwesterly Right-of-Way line

South 34°17'01" West 79.41 feet to an iron pin; thence

South 53°21'51" East 51.70 feet to an iron pin, thence

South 63°56'43" West 199.90 feet to an iron pin on the Northeasterly boundary of Lot 9 of Block 12 of City Park Subdivision; thence along said Northeasterly boundary

South 25°46'02" East 26.69 feet to an iron pin marking the Southeasterly corner of said Lot 9; thence along the Southeasterly boundary of said Block 12

South 64°27'50" West 99.82 feet to an iron pin marking the Southwesterly corner of said Block 12; thence along the Southwesterly boundary of said Block 12

North 25°41'12" West 142.12 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 0.875 acre, more or less.

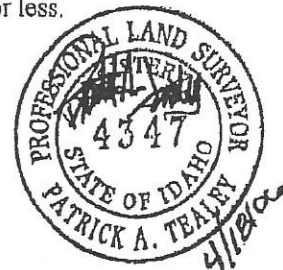


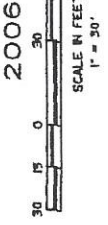
EXHIBIT B

**CitySide Lofts Condominium Plat
(Pages 1 through 13)**



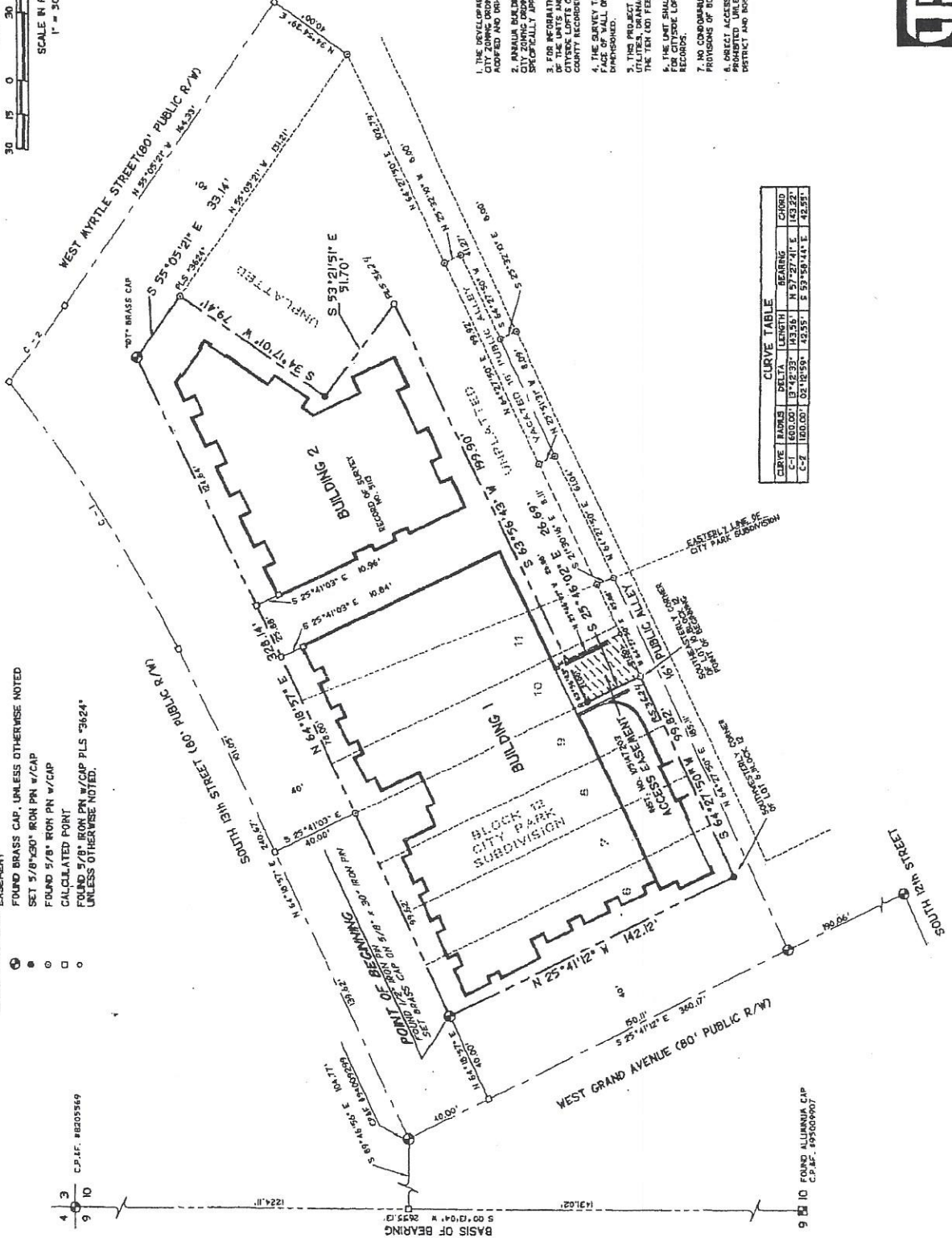
PLAT OF BK 9 S P 9 11697
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N, R.2E, B.M.,
 BOISE, ADA COUNTY, IDAHO



LEGEND

- PROJECT LIMITS
- CENTER LINE
- ORIGINAL LOT LINE
- EASEMENT
- FOUND BRASS CAP, UNLESS OTHERWISE NOTED
- SET 5/8" x 30" IRON PIN w/ CAP
- FOUND 5/8" IRON PIN w/ CAP
- CALCULATED POINT
- FOUND 5/8" IRON PIN w/ CAP PLS "3624" UNLESS OTHERWISE NOTED.



CURVE	TRAILS	DELTA	LENGTH	BEARING	CHORD
C-1	600.00'	134°42'32"	143.55'	N 57°27'41" E	143.22'
C-2	1800.00'	021°18'50"	42.55'	E 57°50'44" E	42.55'

NOTES

1. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE, AS AMENDED, SPECIFICALLY APPLICABLE TO CDP-0-00087 AS ADOPTED AND DR-04-00241 AS ADOPTED.
2. REARUS BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT (OR AS SPECIFICALLY APPROVED BY CDP-0-00087 AS ADOPTED AND DR-04-00241).
3. FOR INFORMATION CONCERNING THE USES, RESPONSIBILITIES AND RELATIONSHIPS OF THE UNITS AND COMMON AREAS, SEE THE CONDOMINIUM DECLARATION FOR CITYSIDE LOFTS CONDOMINIUMS, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER.
4. THE SURVEY TIES TO THE BUILDING SHOWN ON THIS PLAT ARE TO THE BRASS CAP FOUND ON FIRST FLOOR. THE WALL SETBACK FOR CAP WALLS IS 18" UNLESS OTHERWISE DIMENSIONED.
5. THIS PROJECT IS INTENDED TO BE USED AS A PERMANENT PUBLIC UTILITY, DRAINAGE, TRAILWAY AND BOISE CITY STREET LIGHT EASEMENT OVER THE TEN (10) FEET ADJACENT TO THE 5' AD EXTENDER BOUNDARY, OR AS SHOWN.
6. THE UNIT SHALL BE DEFINED AS SET FORTH IN THE CONDOMINIUM DECLARATION FOR CITYSIDE LOFTS CONDOMINIUMS TO BE RECORDED IN THE REAL PROPERTY RECORDS.
7. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT COMPLYING WITH PROVISIONS OF BOISE CITY CODE, TITLE 9, CHAPTER 20.
8. DIRECT ACCESS TO WEST MYRTLE STREET AND NORTH 12th STREET, IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE ADA COUNTY HIGHWAY DISTRICT AND BOISE CITY.



TEALEY'S LAND SURVEYING
 2510 BIGGS BLVD. SUITE 100 BOISE, IDAHO 83702
 208-395-0536

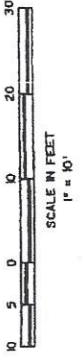


Project No. 2804 Sheet 1 of 13

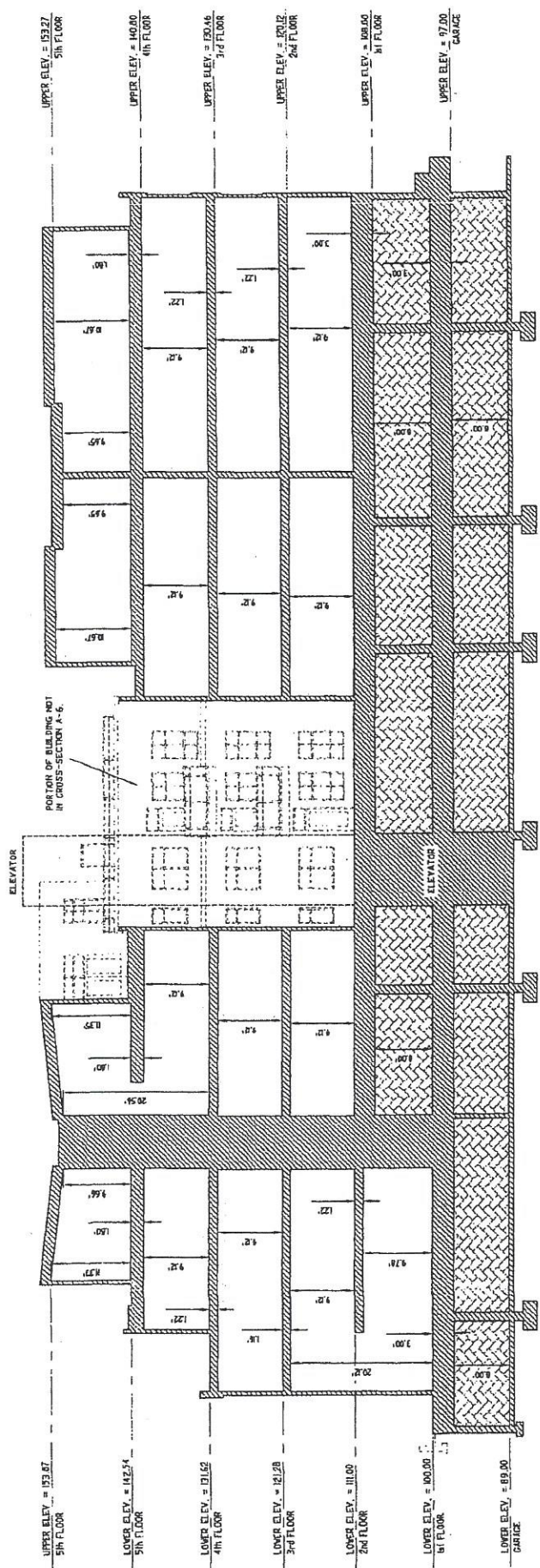
PLAT OF R199S P₉ 11698
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

2006
BUILDING 1 - ELEVATION



LEGEND



SECTION 1-1



PLAT OF B.L. 95 Pa. 11699

CITYSIDE LOFTS CONDOMINIUMS

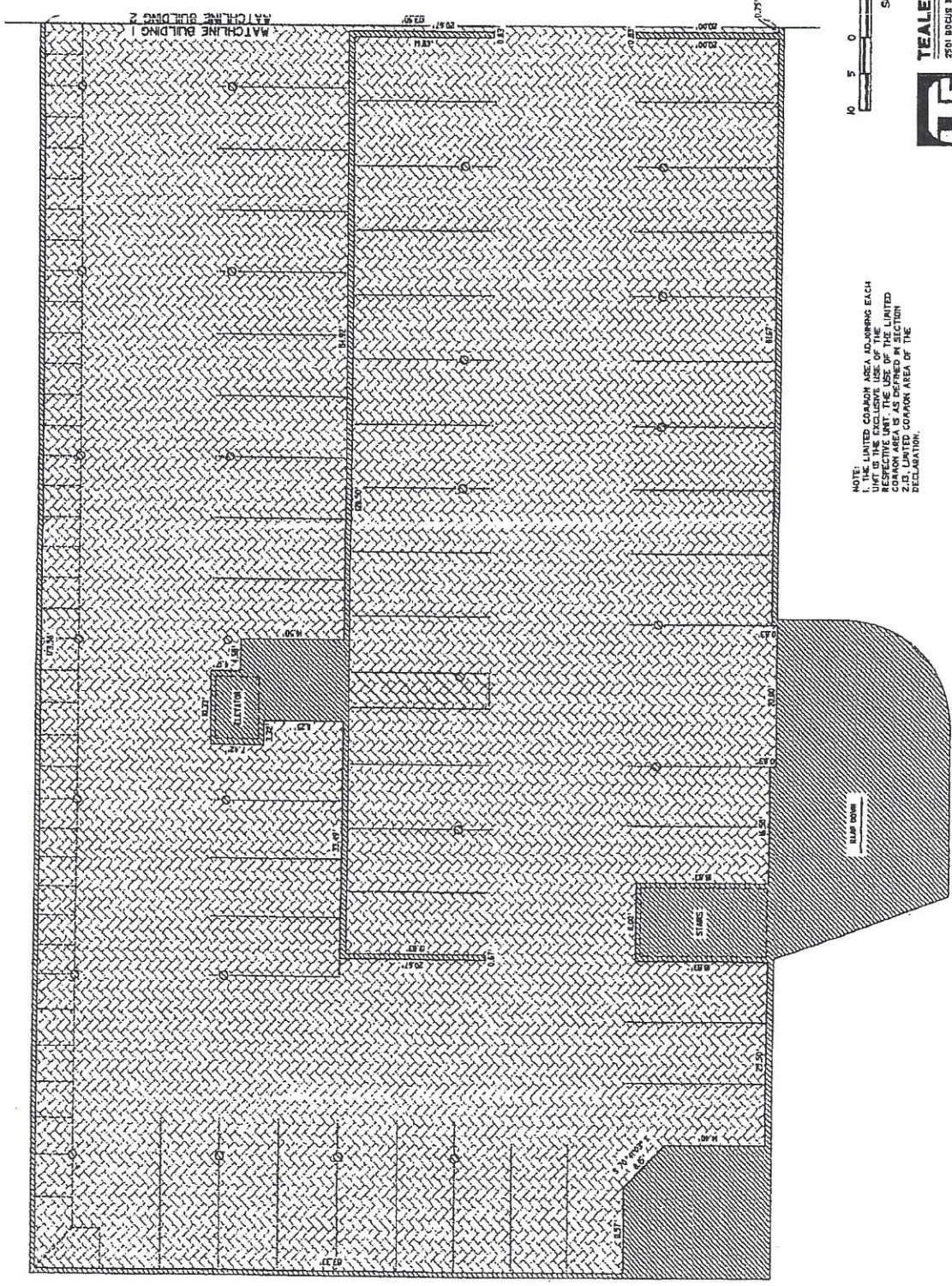
LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

SOUTH 13th STREET
N 64°16'57" E

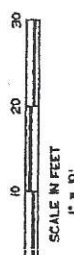
BUILDING 1 - BASEMENT

LEGEND

-  COMMON AREA
-  LIMITED COMMON AREA
-  BUILDING COLLUM (COMMON AREA)
-  PARKING STRIPE



WEST GRAND AVENUE
N 25°41'12" W



NOTE:
1. THE LIMITED COMMON AREA ADJACENT EACH UNIT IS THE EXCLUSIVE USE OF THE UNIT.
2. THE LIMITED COMMON AREA IS AS DESCRIBED IN SECTION DECLARATION.



TEALEY'S LAND SURVEYING
2561 BOZELL MASH RD. BOISE, IDAHO 83702
208-385-0236
Project No. 2804 Sheet 3 of 13

PLAT OF
CITYSIDE LOFTS CONDOMINIUMS
 LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

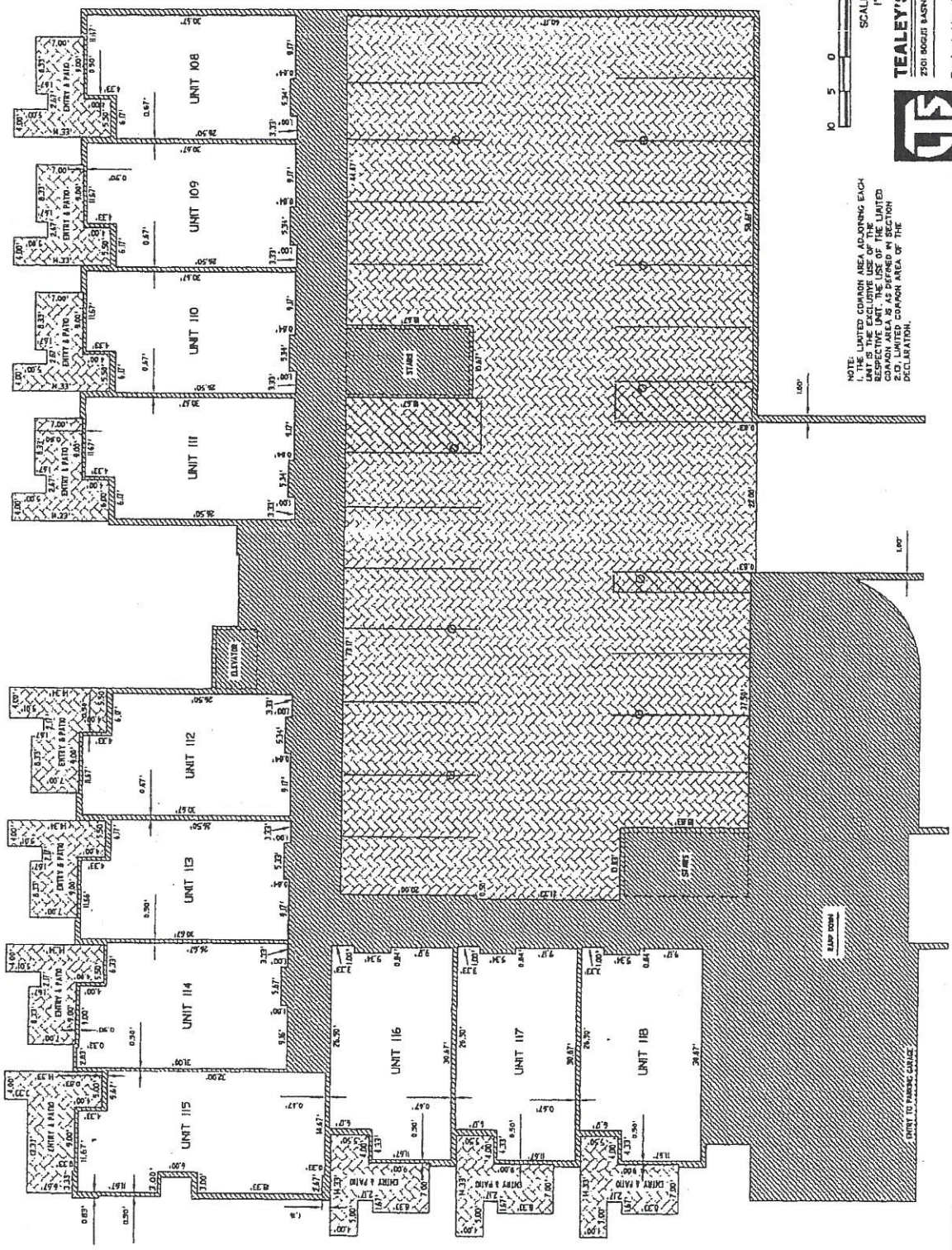
BX 95 Pg 11700

BUILDING 1 - 1st FLOOR

SOUTH 13th STREET
 N 64°18'57" E

WEST GRAND AVENUE
 N 25°41'03" W

- LEGEND**
- UNIT 101
 - UNIT NUMBER
 - COMMON AREA
 - LIMITED COMMON AREA
 - BUILDING COLLUM (COMMON AREA)
 - PARKING STRIPE



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



TEALEY'S LAND SURVEYING
 2201 BOZZEI BASH RD. BOISE, IDAHO 83702
 208-385-0836

Project No. 2804 Sheet 4 of 13

2006-08-08 10:52:00

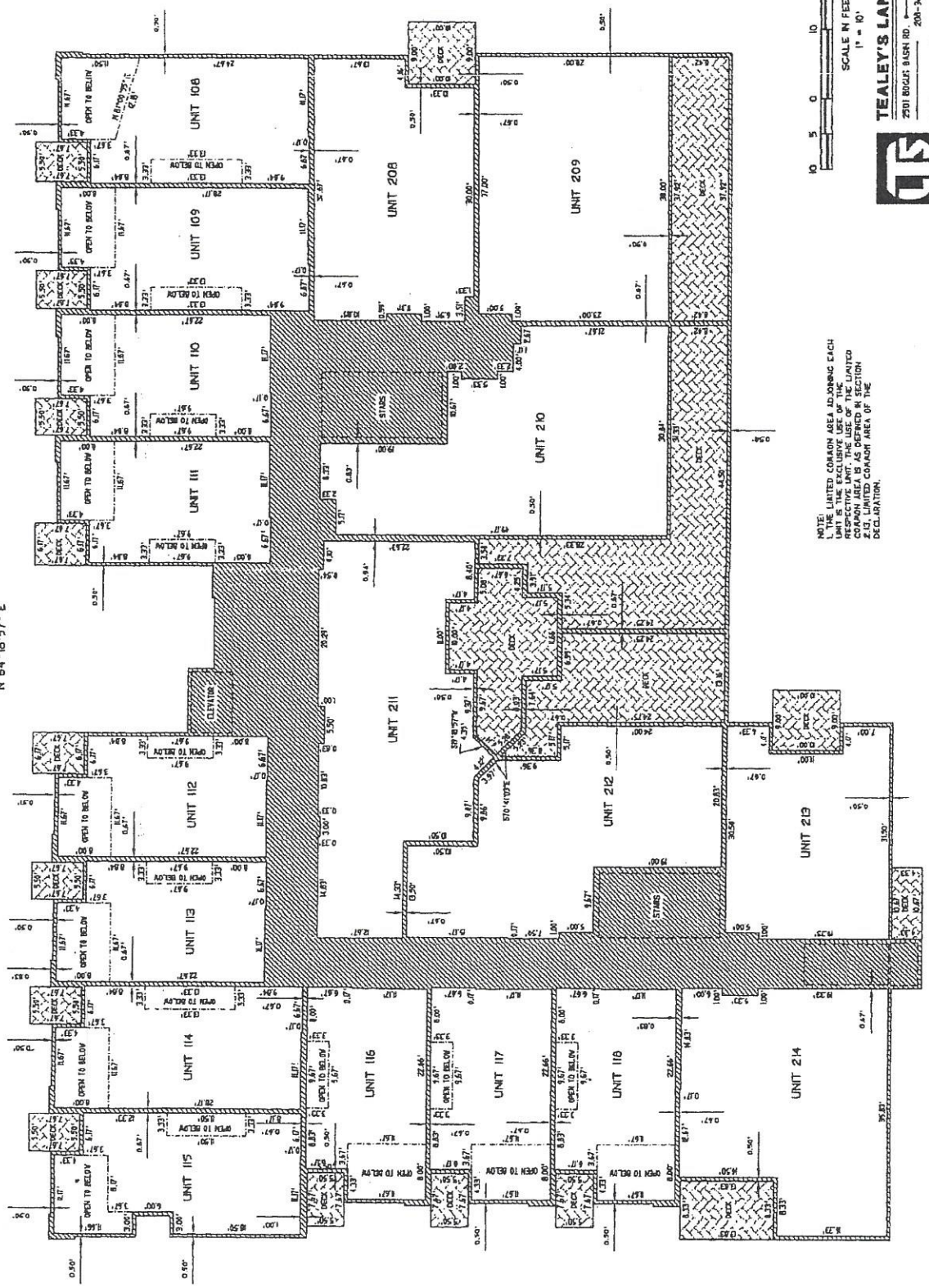
PLAT OF **BL 95 Pg 11701**
CITYSIDE LOFTS CONDOMINIUMS
 LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

BUILDING 1 - 2nd FLOOR

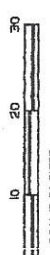
SOUTH 13th STREET
 N 64°18'57" E

WEST GRAND AVENUE
 N 25°41'03" W

- LEGEND**
- UNIT NUMBER
 - UNIT 201
 - COMMON AREA
 - LIMITED COMMON AREA
 - LIMITS OF SECOND STORY



NOTE:
 1. THE LIMITED COMMON AREA IS JOINING EACH RESPECTIVE UNIT. THE USE OF THE LIMITED COMMON AREA IS AS DEFINED IN SECTION 2.1 OF THE DECLARATION.
 2. THE LIMITED COMMON AREA OF THE DECLARATION.



TEALEY'S LAND SURVEYING
 2301 BOULEVARD, SUITE 100 BOISE, IDAHO 83702
 208-345-0626
 Project No. 2804 Sheet 5 of 13



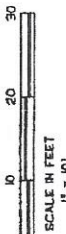
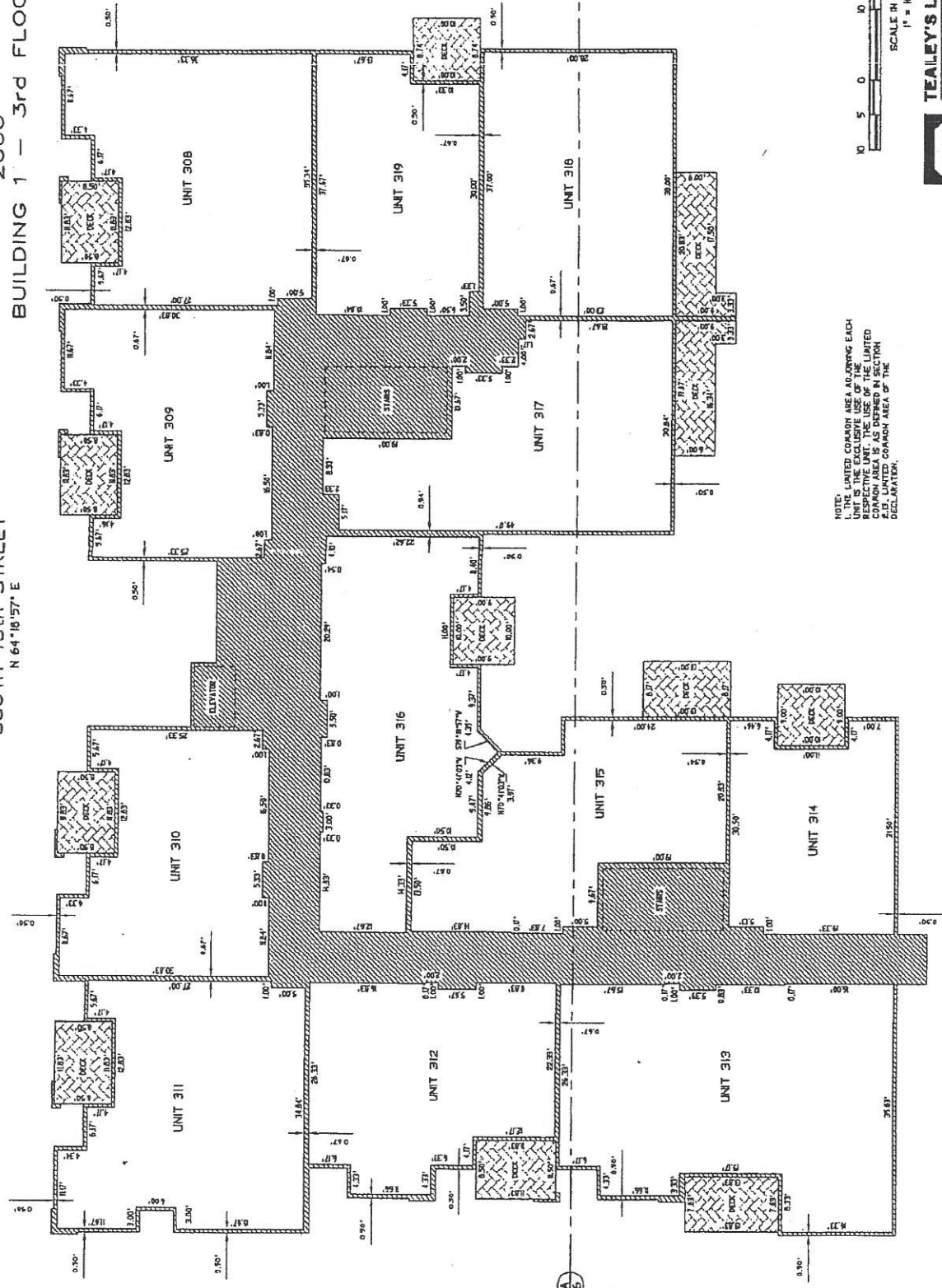
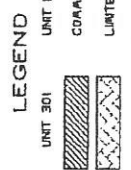
PLAT OF Bk 95 P₃ 11702
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

BUILDING 1 — 3rd FLOOR
 2006

SOUTH 13th STREET
 N 64°16'57" E

WEST GRAND AVENUE
 N 25°41'03" W



TEALEY'S LAND SURVEYING
 2501 BOGIE WASH RD. BOISE, IDAHO 83702
 208-355-0636
 Project No. 2804



NOTE:
 1. THE LIMITED COMMON AREA ADJOINING EACH UNIT IS THE EXCLUSIVE USE OF THE UNIT ADJOINING SAID LIMITED COMMON AREA AS SHOWN IN SECTION 2.B. LIMITED COMMON AREA IS AS DEFINED IN SECTION 2.C. LIMITED COMMON AREA OF THE DECLARATION.

PLAT OF Bk 95 Pg 11703
CITYSIDE LOFTS CONDOMINIUMS

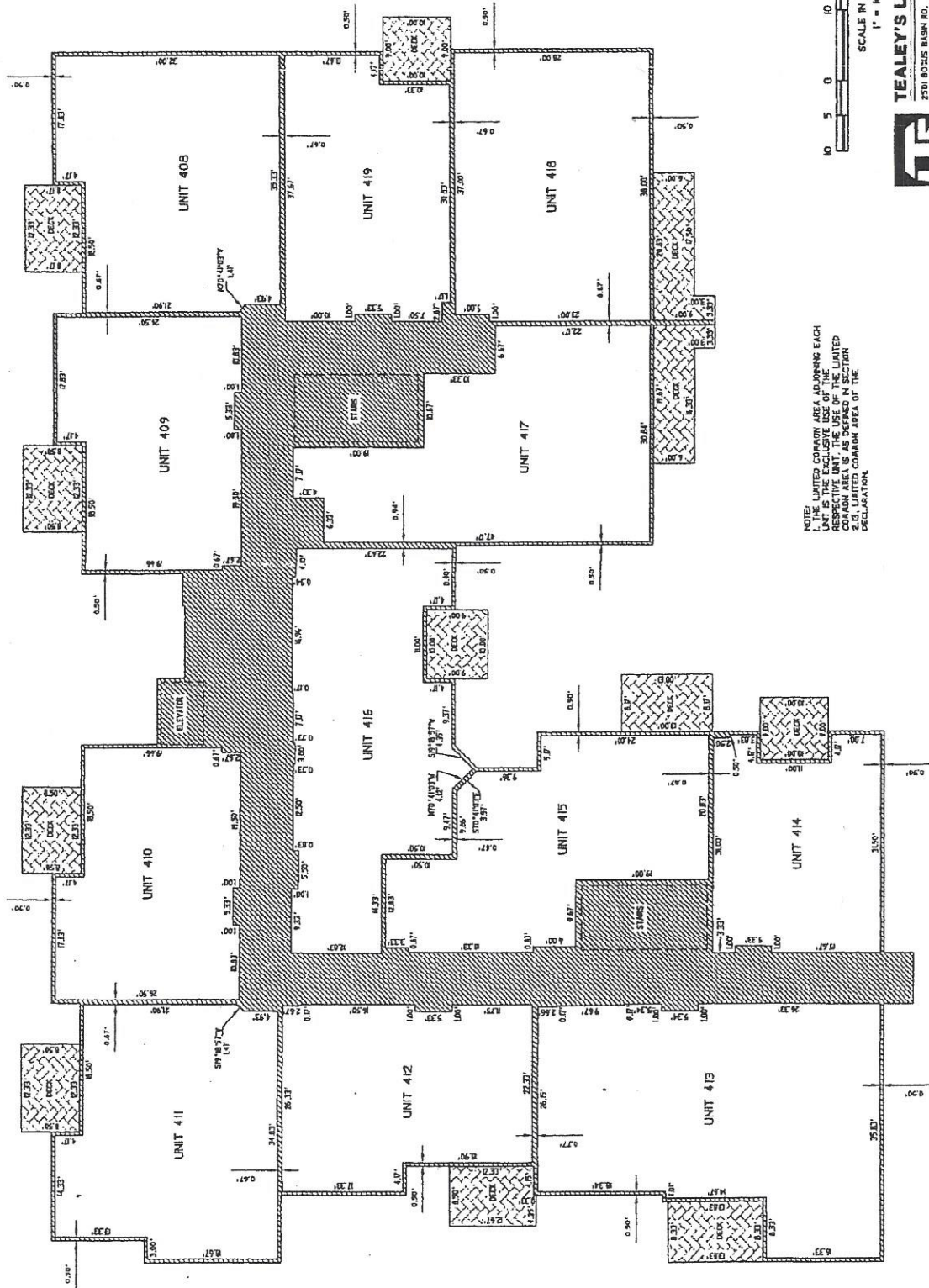
LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.34N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

SOUTH 13th STREET
 N 64°18'57" E

2006
BUILDING 1 - 4th FLOOR

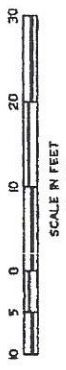
LEGEND

- UNIT 401
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA



WEST GRAND AVENUE
 N 25°41'03" W

NOTE: LIMITED COMMON AREA JOINING EACH UNIT IS THE EXCLUSIVE USE OF THE RESPECTIVE UNIT. THE USE OF THE LIMITED COMMON AREA IS AS DEFINED IN SECTION 2 OF THE DECLARATION.



TEALEY'S LAND SURVEYING
 2501 BOZEMAN BLVD. BOISE, IDAHO 83702
 208-385-0636
 Project No. 2804



PLAT OF Bk 95 Pg 11704
CITYSIDE LOFTS CONDOMINIUMS

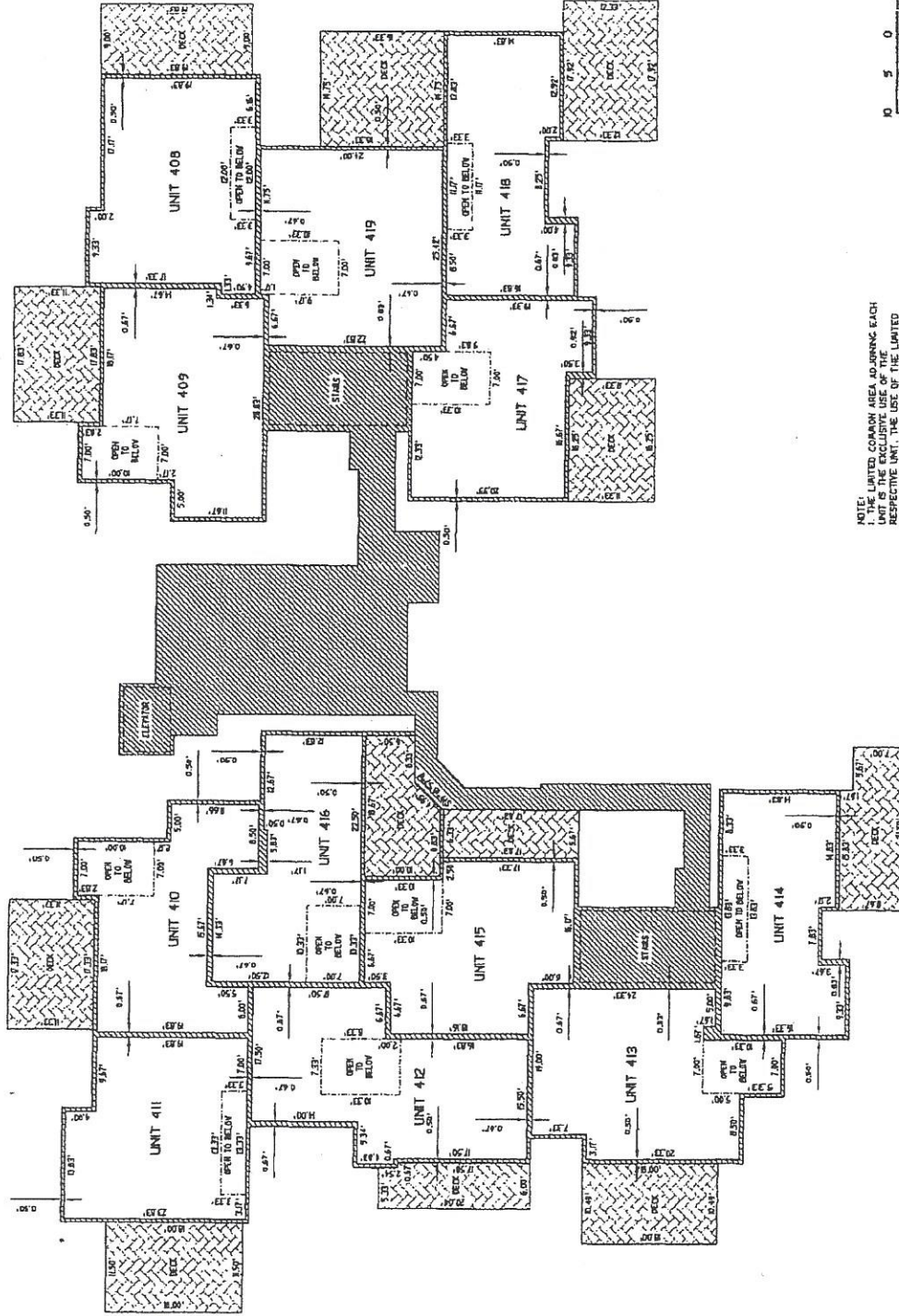
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 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

SOUTH 13th STREET
 N 64°18'57" E

2006
 BUILDING 1 - 5th FLOOR

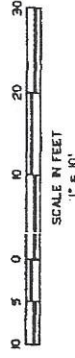
LEGEND

- UNIT 401
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA
- LIMITS OF SECOND STORY



WEST GRAND AVENUE
 N 25°41'03" W

NOTE:
 THE LIMITED COMMON AREA ADJOURNING EACH
 UNIT IS SHOWN BY THE HATCHED PATTERN AND
 RESPECTIVE UNIT. THE USE OF THE LIMITED
 COMMON AREA IS AS DEFINED IN SECTION
 3.01 OF THE DECLARATION AND COMMON AREA OF THE
 DECLARATION.




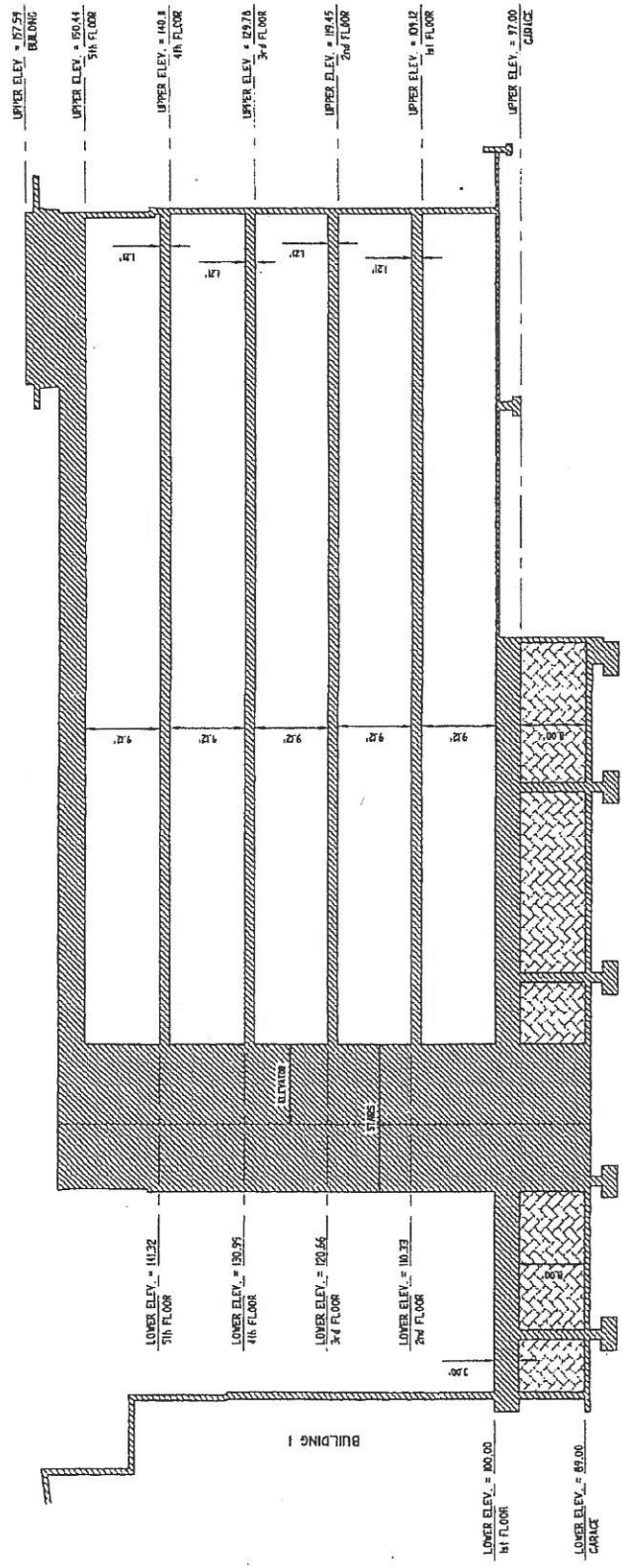
TEALEY'S LAND SURVEYING
 2501 DOUGLAS BAZEM RD. BOISE, IDAHO 83702
 208-385-0636
 Project No. 2804

PLAT OF Bx 95 P 9 11705
CITYSIDE LOFTS CONDOMINIUMS

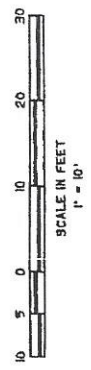
LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

**2006
 BUILDING 2 - ELEVATION**

LEGEND
 COMMON AREA
 LIMITED COMMON AREA



SECTION **A**







TEALEY'S LAND SURVEYING
 3501 BOGUS BASH RD. BOISE, IDAHO 83702
 208-385-0434
 Project No. 2804

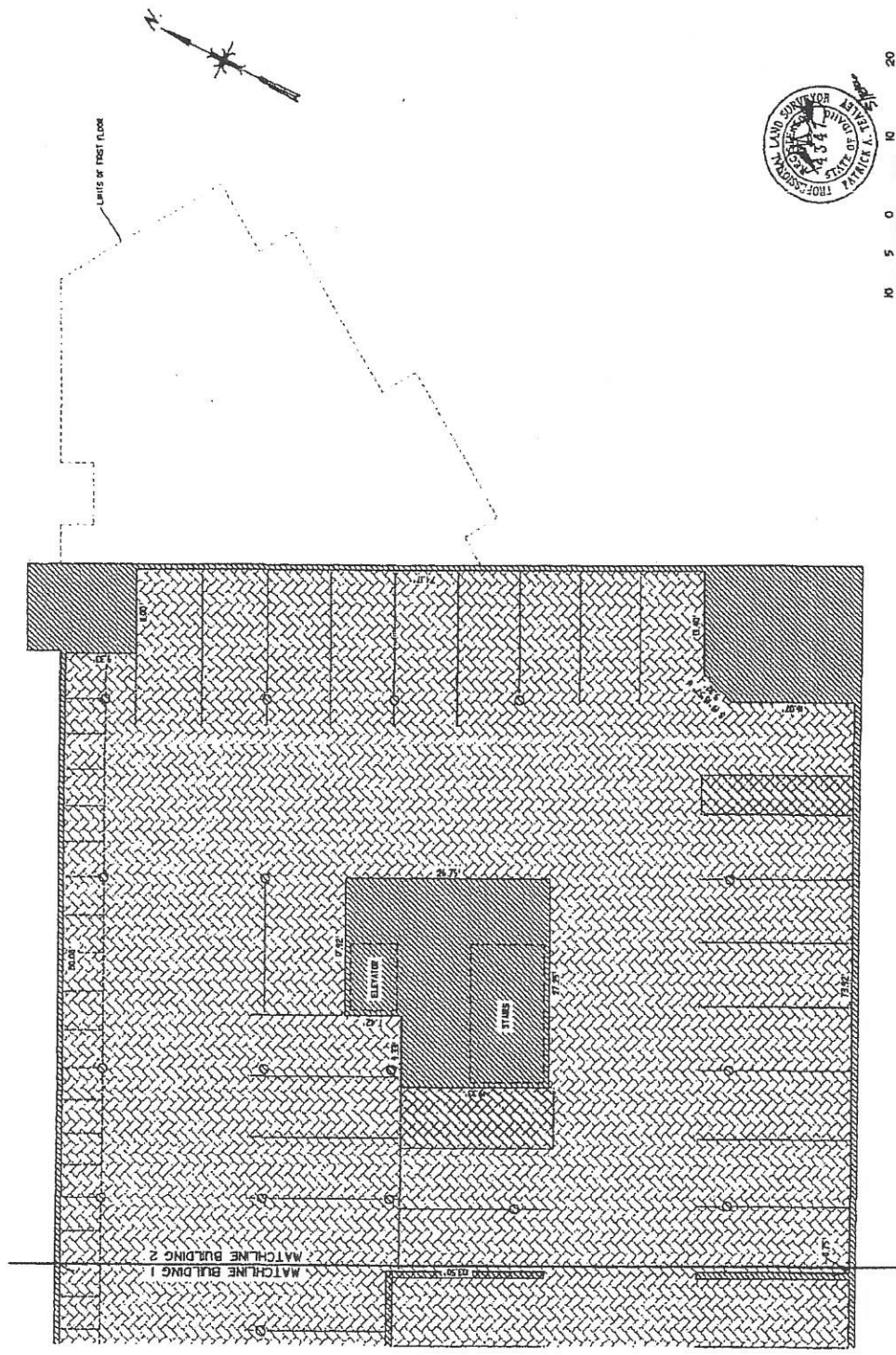
PLAT OF BK 95 Pg 11766
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

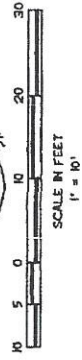
2006
BUILDING 2 - BASEMENT

SOUTH 13th STREET
 N 64°18'57" E

- LEGEND**
-  COMMON AREA
 -  LIMITED COMMON AREA
 -  BUILDING COLUMN (COMMON AREA)
 -  PARKING STRIPE



WEST GRAND AVENUE
 N 25°41'03" W



NOTE:
 1. THE LIMITED COMMON AREA ADJOINING EACH UNIT IS THE EXCLUSIVE USE OF THE UNIT.
 2. THE LIMITED COMMON AREA IS AS DEFINED IN SECTION 2.0. LIMITED COMMON AREA OF THE DECLARATION.



TEALEY'S LAND SURVEYING
 2701 BOCHS BASHY RD. BOISE, IDAHO 83702
 208-365-0636
 Project No. 2804 Sheet 10 of 13

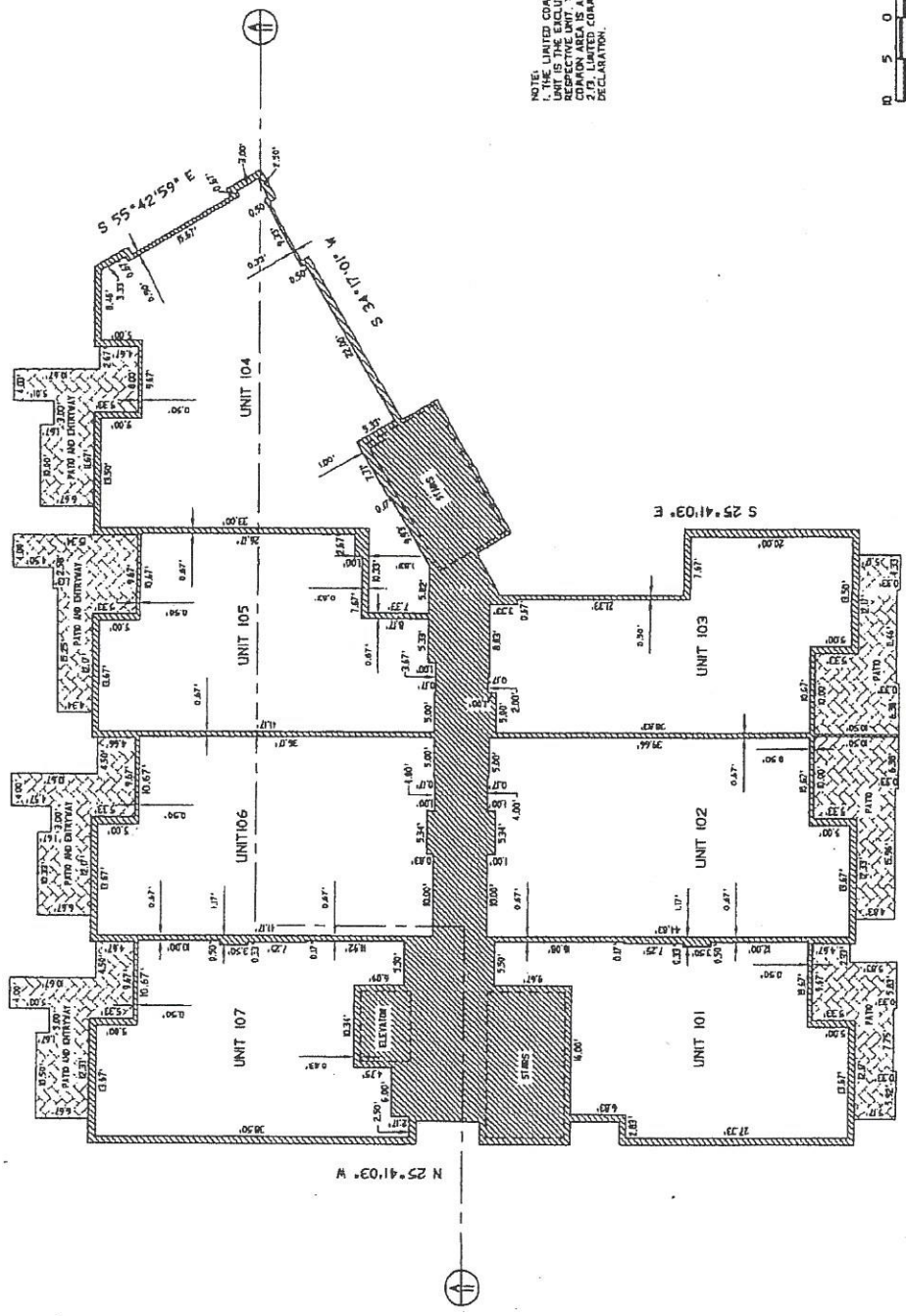
PLAT OF BK 95 P. 11707
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

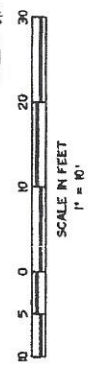
BUILDING 2 — 1st FLOOR
 2006

SOUTH 13th STREET
 N 64°18'57" E

WEST GRAND AVENUE
 N 25°41'03" W



NOTE:
 1. THE UNITED COMMON AREA, ADJOINING EACH UNIT IS THE EXCLUSIVE USE OF THE UNIT. THE LIMITED COMMON AREA IS AS DEFINED IN SECTION 2.03, LIMITED COMMON AREA OF THE DECLARATION.



TEALEY'S LAND SURVEYING
 2501 MOCH BASIN RD., BOISE, IDAHO 83702
 208-385-0634
 Project No. 2804 Sheet 11 of 13

PLAT OF **BL 95 P4 11708**
CITYSIDE LOFTS CONDOMINIUMS
 LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

2006

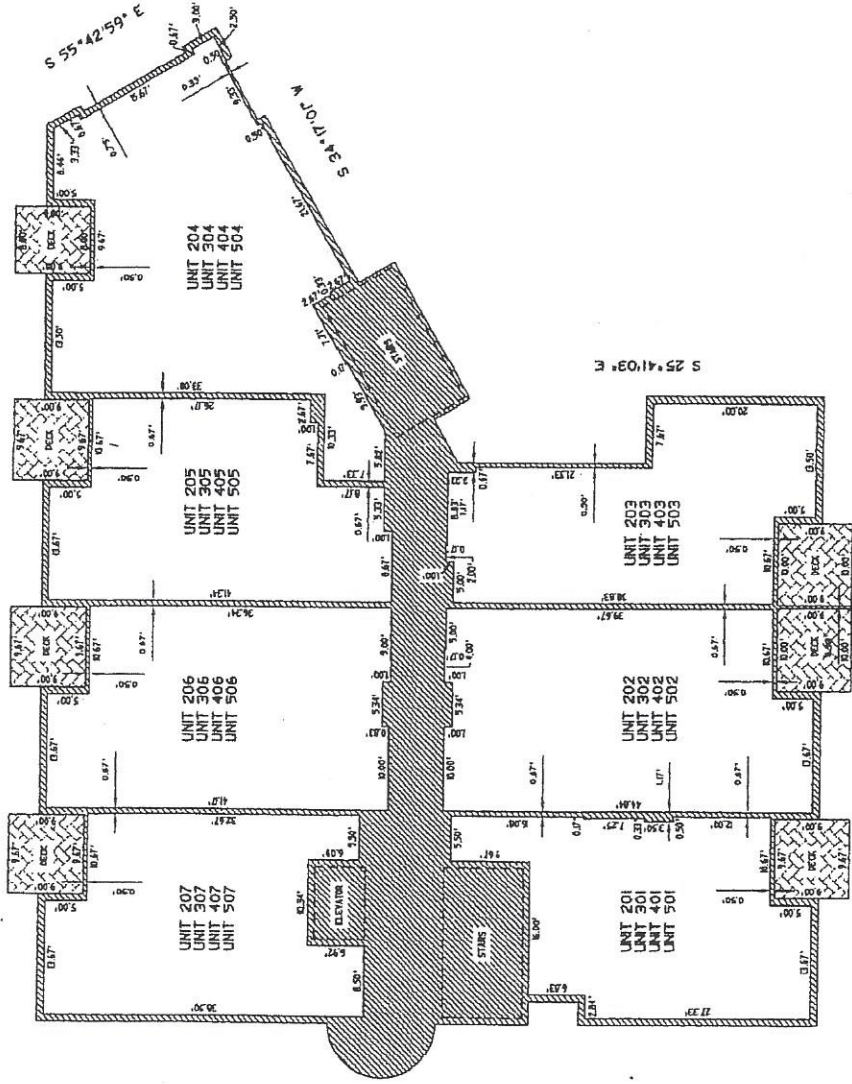
BUILDING 2 - 2nd thru 5th FLOOR

SOUTH 13th STREET
 N 64°18'57" E

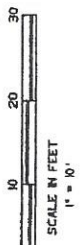
WEST GRAND AVENUE
 N 25°41'03" W

LEGEND

- UNIT 101
- UNIT NUMBER
- COMMON AREA
- LIMITED COMMON AREA



NOTE: LIMITED COMMON AREA IS SHOWN EACH UNIT IS THE EXCLUSIVE USE OF THE RESPECTIVE UNIT. THE USE OF THE LIMITED COMMON AREA IS AS DEFINED IN SECTION 2.07 OF THE DECLARATION AND IN THE DECLARATION.



TEALEY'S LAND SURVEYING
 2501 BIGGIS BARR RD., BOISE, IDAHO 83702
 208-385-0638
 Project No. 2804 Sheet 12 of 13

CITYSIDE LOFTS CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT CITYSIDE LOFTS, LLC, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS CONDOMINIUM PLAN. THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECONSTRUCTION OF DOCUMENTS PURSUANT TO CHAPTER 5, TITLE 58 OF THE OHIO CODE.

A PARCEL OF LAND BEING ALL OF LOTS 4, 5 AND 6, AND PORTIONS OF LOTS 10 AND 11 OF BLOCK 2 OF ALEXANDER CITY PARK SUBDIVISION, AS PLOTTED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOOSE, DAHO IN BOOK 1 OF PLATS 14 AND A PORTION OF THE NW 1/4 OF SECTION 28, T4N, R5E, E11, IN BOOSE COUNTY, ADA COUNTY, BOOSE, DAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LARGER INSTRUMENT NO. 00073589 AND BOOSE PARTICULARLY DESCRIBED AS FOLLOWS: CORNERING AT A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE WEST LINE OF SAID SECTION 20, 1224.11 FEET TO A POINT; THENCE AT RIGHT ANGLES TO SAID SECTION 20, 1224.11 FEET TO A BRASS CAP MARKING THE CENTERLINE INTERSECTION OF SOUTH 30N STREET AND WEST GRAND AVENUE; THENCE ALONG SAID CENTERLINE OF WEST GRAND AVENUE, SOUTH 30N STREET, EAST 40.00 FEET TO A POINT ON THE EXTENDED NORTHWESTERLY BOUNDARY OF SAID BLOCK 2; THENCE ALONG SAID EXTENDED NORTHWESTERLY BOUNDARY, SOUTH 30N STREET, EAST 40.00 FEET TO A POINT ON THE NORTHWESTERLY CORNER OF SAID BLOCK 2; SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTHWESTERLY BOUNDARY AND EXTENDED NORTHWESTERLY BOUNDARY OF SAID BLOCK 2, NORTH 64°19'27" EAST 200.14 FEET TO A BRASS CAP ON THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 4, SOUTH 35°05'21" EAST 233.14 FEET TO AN IRON PIN; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 79°41'02" WEST 57.41 FEET TO AN IRON PIN; THENCE SOUTH 53°20'51" EAST 517.00 FEET TO AN IRON PIN; THENCE SOUTH 63°36'43" WEST 199.90 FEET TO AN IRON PIN ON THE NORTHWESTERLY BOUNDARY OF SAID LOT 9 OF BLOCK 12 OF CITY PARK SUBDIVISION; THENCE FROM SAID NORTHWESTERLY BOUNDARY OF SAID LOT 9, THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 12, SOUTH 64°27'50" WEST 99.82 FEET TO AN IRON PIN MARKING THE SOUTHWESTERLY CORNER OF SAID SECTION 20; THENCE ALONG THE WEST LINE OF SAID SECTION 20, 1224.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.873 ACRE, MORE OR LESS.

THE EASEMENTS INDICATED ON THIS PLAN ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS MAY BE REQUIRED FROM TIME TO TIME BY ANY PUBLIC UTILITY COMPANY OR ANY OTHER PUBLIC ENTITY. HEREBY CERTIFYING THAT THE INSTRUMENT ON WHICH THIS PLAN IS BASED WAS EXECUTED BY UNLIMITED WATER-DAHO, INC. AND LIMITED WATER-DAHO, INC. HAS AGREED IN WRITING TO SERVE ALL OF THE UNITS IN THIS CONDOMINIUM.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 11 DAY OF November 2008.

CITYSIDE LOFTS, LLC
Steve Winters
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF ADA
ON THIS 11 DAY OF November, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED STEVEN W. WINTERS, KNOWN TO ME TO BE THE MANAGING MEMBER OF CITYSIDE LOFTS, LLC, AND LIMITED WATER-DAHO, INC., WHO HAS EXECUTED THE INSTRUMENT ON WHICH THIS PLAN IS BASED AND WHO HAS EXECUTED THE INSTRUMENT ON WHICH THIS PLAN IS BASED AND WHO HAS EXECUTED THE INSTRUMENT ON WHICH THIS PLAN IS BASED AND WHO HAS EXECUTED THE INSTRUMENT ON WHICH THIS PLAN IS BASED.

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

David McCreary
NOTARY PUBLIC
FOR BOOSE, DAHO
BY COMMISSION EXPIRES: 11/20/09



CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF OHIO, AND THAT THIS PLAN AS RECORDED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON AND THE TRUE POSITION OF THE STATE OF OHIO BOUNDARIES RELATING TO PLATS, SURVEYS, CONDOMINIUMS AND THE CORNER IDENTIFICATION AND PLAIN ACT, 39-3601 THROUGH 39-3612.

Patrick A. Tealey
PATRICK A. TEALEY, L.S. NO. 4347



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT HAS BEEN ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11 DAY OF November, 2008.

John B. Smith
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT



SANITARY RESTRICTIONS

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REPEALED ACCORDING TO THE LETTER TO BE RECORDED WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



John B. Smith
ADA COUNTY HEALTH DEPARTMENT

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR BOOSE CITY, ADA COUNTY, BOOSE, DAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 12 DAY OF November, 2008, THIS PLAT WAS FULLY ACCEPTED AND APPROVED.

Arnold R. McCreary
CITY CLERK
BOOSE, DAHO



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, BOOSE, DAHO, DO HEREBY CERTIFY THAT THIS PLAN AND PLAT AND THAT THIS PLAN AND PLAT COMPLY WITH THE STATE OF OHIO BOUNDARIES RELATING TO CONDOMINIUMS.

David McCreary
COUNTY SURVEYOR
ADA COUNTY

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF OHIO, PER THE REQUIREMENTS OF I.C. 50-2008, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

David McCreary
COUNTY TREASURER



COUNTY RECORDERS CERTIFICATE

STATE OF OHIO)
COUNTY OF ADA)

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED IN THE BOOK OF 1128 PAGE 1128 OF 1128 UNDER INSTRUMENT NO. 106285810 IN BOOK 1128 OF PLATS AT PAGE 1128 THROUGH 1128 IN BOOK 1128 OF PLATS AT PAGE 1128 THROUGH 1128.
David McCreary
COUNTY RECORDER
Fee: \$66.00
EX-OFFICIO RECORDER



TEALEY'S LAND SURVEYING
2301 BRIDGE BUSH RD BOOSE, DAHO 83726
208-385-0536
2804-15AK

EXHIBIT C

**Articles of Incorporation
(Pages 1 through 4)**

ARTICLES OF INCORPORATION

OF

CITYSIDE LOFTS CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Idaho Nonprofit Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE 1. NAME:

The name of the corporation shall be CitySide Lofts Condominium Association, Inc. This corporation is a nonprofit corporation.

ARTICLE 2. DURATION:

The duration of this corporation shall be perpetual.

ARTICLE 3. PURPOSE AND POWERS:

The purposes for which the corporation is organized are to serve as the management body for the CitySide Lofts Condominiums (hereinafter the "Property") following the Transition Date (as that term is defined in the Declaration [defined below]); to engage in all such activities as are incidental or conducive to the attainment of the objectives of the corporation and any other activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this corporation. Without limiting the foregoing, it is expressly provided hereby that:

- (a) The corporation shall exercise all of the powers and privileges and perform all of the duties and obligations of the corporation as set forth in the Condominium Declaration and Covenants, Conditions, and Restrictions for the CitySide Lofts Condominiums (hereafter "Declaration") applicable to the Property and recorded or to be recorded in the Office of the Ada County Recorder, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set out at length.
- (b) The corporation shall fix, levy, collect and enforce payment by any lawful means, all charges or assessments, periodic or special, that are authorized to be made under the Declaration.

ARTICLE 4. MEMBERSHIP:

The Declarant, so long as Declarant is an Owner, and every Owner of a Unit shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any Unit. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE 5. VOTING RIGHTS:

The Association shall have two (2) classes of voting membership:

- (a) Class A Membership. Class A Members shall be all Owners, with the exception of the Declarant until Declarant's Class B membership has been converted to a Class A Membership pursuant to the Declaration. Each Class A Member shall be entitled to one (1) vote for each Unit in which it holds the interest required for membership in the Association. When more than one (1) person holds such interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to a single vote with respect to such Unit and in no event shall the vote cast with respect to any Unit be split.

- (b) Class B Membership. Class B Member(s) shall be Declarant, its successors and assigns. Each Class B Member shall be entitled to the number of votes that is equal to three (3) votes for each Unit in which it holds the interest required for membership in the Association. The Declarant's Class B Membership shall convert to a Class A Membership upon the earlier of (1) the date designated by Declarant in a written notice to the Unit Owners, which date may, at Declarant's election, be any date following the Transition Date; or (2) one calendar year after Declarant has transferred title to purchasers of Units representing more than three-fourths (3/4) of the total number of Units in the Project.

Notwithstanding anything to the contrary contained in the Declaration or these Articles, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association until the Transition Date.

ARTICLE 6. REGISTERED OFFICE AND AGENT:

The address of the initial registered office of this corporation is 3775 Cassia, Boise, ID 83705, and the name of its initial registered agent at such address is Hammack Management, Inc.

ARTICLE 7. DIRECTORS:

The number of directors of this corporation shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein, but in no event shall less than three (3) persons serve as the corporation's directors. The initial board of directors shall consist of three (3) directors. The names and addresses of the persons who shall serve as directors until their successors are elected and qualify, or unless they resign or are removed, are:

Steven W. Hosac	223 N. 6th Street, Suite 317 Boise, ID 83702
James Hosac	223 N. 6th Street, Suite 320 Boise, ID 83702

Kenneth Hosac

223 N. 6th Street, Suite 317
Boise, ID 83702

ARTICLE 8. INCORPORATOR:

The name and address of the incorporator are as follows:

Steven W. Hosac

223 N. 6th Street, Suite 317
Boise, ID 83702

ARTICLE 9. AMENDMENTS:

Amendments of these Articles may be made at any regular meeting, or any special meeting of the corporation called for that purpose, by the affirmative vote of more than sixty percent (60%) of the total voting power of the corporation's members, and, if required by the Declaration, the consent of holders of first mortgages in Unit(s) who have requested of the Corporation in writing to provide them notice of proposed action which affects their interests. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

ARTICLE 10. DISSOLUTION:

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

ARTICLE 11. LIMITATION OF LIABILITY:

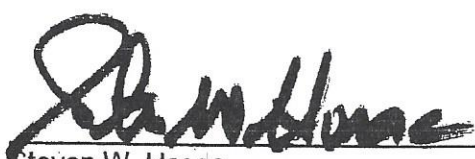
A director of this corporation shall not be personally liable to this corporation or its members for monetary damages for breach of fiduciary duty as a director, except for liability (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction from which the director derived any improper personal benefit. If the Idaho Nonprofit Corporation Act (the "Act") is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this corporation shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Article 11 by the members of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE 12. CAPITALIZED TERMS:

Any capitalized terms which are not defined herein shall have the meanings ascribed to them in the Declaration.

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EXECUTED effective as of the 10th day of May, 2006, by the undersigned incorporator.



Steven W. Hosac

EXHIBIT D

Association Bylaws

(Pages 1 through 8)

BYLAWS
OF
CITYSIDE LOFTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. GENERAL.

Section 1. Name; Office: The name of the corporation is CitySide Lofts Condominium Association, Inc. (the "Corporation"). The principal office of the Corporation shall be located at 3775 Cassia, Boise, ID 83705, or such other location or locations as may be selected by the Board.

Section 2. Applicability of Bylaws: The provisions of these Bylaws are applicable to the Project as designated as such in the Condominium Declaration and Covenants, Conditions and Restrictions for the CitySide Lofts Condominiums, recorded in the office of the Recorder of the County of Ada, State of Idaho (the "Declaration").

Section 3. Application: All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws and the Declaration. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that these Bylaws, the Rules and Regulations made in accordance therewith and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 4. Administration: The Corporation shall have the responsibility of administering the Project (as defined in the Declaration), including, without limitation, the Common Area, approving the annual budget, establishing and collecting all Assessments, and may arrange for the management of the same. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a majority of the Members present at an annual or special meeting of the Corporation at which a quorum is present.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. Number and Qualification: The Board of Directors (hereinafter the "Board") shall initially be composed of three (3) persons. The number of Directors serving on the Board may be increased or decreased from time to time by the affirmative vote of sixty percent (60%) of the total voting power of the Corporation's Members; but in no event shall less than three (3) persons serve on the Corporation's Board. Directors need not be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

Section 2. Powers and Duties: The Board shall have the powers and duties necessary for administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by the Declaration or by these Bylaws directed to be exercised exclusively by the Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Area and Limited Common Areas.
- (b) Determination of the common expenses required for the affairs of the Corporation, including, without limitation, operation and maintenance of the Property.
- (c) To fix and collect Assessments from the Members as provided in the Declaration.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Area and Limited Common Areas.
- (e) Adoption, amendment and repeal of rules and regulations as to the Corporation deemed reasonable and necessary.
- (f) To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however to the limitations set forth in the Articles and the Declaration.
- (g) To grant easements where necessary for utilities and sewer facilities over the Common Area, if any, to serve the Property.
- (h) Payment of all real and personal property taxes and assessments levied against the Common Area, if any, owned or managed by the Corporation.
- (i) To enforce the provisions of the Declaration, the Articles, these Bylaws or other agreements of the Corporation.
- (j) To obtain insurance for the Property as provided in the Declaration.
- (k) To make repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
- (l) To select, appoint, and remove all officers, agents and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, the Articles, the Declaration and these Bylaws; and to fix their compensation, if any.
- (m) To take all other necessary and proper actions for the sound management of the Corporation and fulfillment of the terms and provisions of the Articles, the Declaration and these Bylaws.

Section 3. Election and Term of Office: After the Transition Date as provided in the Declaration, the Members shall elect the members of the Board at each annual meeting of the Corporation. Directors shall be elected individually by written ballot by a majority of the Members present in person or by proxy at such meeting. The members of the Board shall hold

office for a term of one year and until their respective successors shall have been elected or until death, resignation, removal or judicial adjudication of mental incompetence. In the event that an annual meeting is not held, or the Directors are not elected at the annual meeting, the directors may be elected at any special meeting held for that purpose. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a director may serve.

Section 4. Removal of Members of the Board: At any annual or special meeting of Members, any one or more of the members of the Board may be removed with or without cause by a majority vote of the Members and a successor may then and there or thereafter be elected. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies: Any vacancy in the Board shall be filled forthwith by vote of the Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the Members at the next applicable annual meeting, or special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

Section 6. Organization Meeting: The first meeting of the newly elected members of the Board shall be held immediately following the annual meeting of the Corporation, subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly designated members of the Board in order legally to constitute such meeting, provided a quorum of the Board shall be present.

Section 7. Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each quarter of the calendar year. Notice of regular meetings of the Board shall be given to each member of the Board by mail, telephone or fax at least ten (10) business days prior to the day named for such meeting. All Members shall be given notice of regular meetings of the Board and be permitted to attend such meetings for informational purposes only. Notwithstanding the foregoing, the Board may elect to hold executive sessions and exclude the Members from such sessions.

Section 8. Special Meetings: Special meetings of the Board may be called by any Director on ten (10) business day's notice to each member of the Board, given by mail, telephone, or fax, which notice shall state the time, place and purpose of the meeting. Special meetings shall be closed to Members who are not members of the Board, at the discretion of the Board.

Section 9. Waiver of Notice: Any member of the Board may, at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Voting: Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

Section 11. Quorum of Board: Except as may otherwise be provided in these Bylaws, the presence in person of a majority of the members of the Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

Section 12. Liability of the Board: The members of the Board shall not be liable to the Owners for any mistake of judgement, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Corporation shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

ARTICLE III. OFFICERS.

Section 1. Designation: The principal officers of the Corporation shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. All officers must be members of the Board, and one person may hold several offices if approved by the Board.

Section 2. Election of Officers: The officers of the Corporation shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any annual meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President: The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of president, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of the Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 7. Treasurer: The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of treasurer.

Section 8. Compensation of Officers: No officer shall receive any compensation from the Corporation for acting as such.

ARTICLE IV. MEETINGS OF THE CORPORATION.

Section 1. Annual Meeting: The first annual meeting shall be held on the second Monday in November following the date of incorporation of the Association, and each subsequent annual meeting of Members shall be held on the second Monday in November of each succeeding year. At such meetings, the Board shall be elected by the Members in accordance with these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings: Meetings of the Members shall be held at the principal office of the Corporation or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Special Meetings: It shall be the duty of the President to call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than 25% of all of the votes of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings: It shall be the duty of the Secretary to mail a notice of each annual meeting, other than the first annual meeting, and each special meeting of the Members, at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at such address as such Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings: If any meeting of Members cannot be held because a quorum is not present, a majority of the voting power of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, without additional notice to the Members. Notwithstanding anything to the contrary contained in these Bylaws, the presence, either in person or by proxy, of at least ten percent (10%) of the total voting power of the Association, at such an adjourned meeting shall constitute a quorum.

Section 6. Order of Business: The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board.
- (f) Reports of committees.
- (g) Election of Directors (when so required).
- (h) Unfinished business.
- (i) New business.

Section 7. Voting; Proxies; Transition of Authority: The voting rights of the Members shall be as set forth in the Articles. The owner or owners or each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of Members. The designation of any such proxy shall be made in writing to the Secretary at or before the appointed time of each meeting, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Members and may vote or take any other action as an Owner either in person or by proxy. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. Notwithstanding anything to the contrary contained in these Bylaws, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Corporation until the Transition Date, as set forth in the Declaration.

Section 8. Majority of Members: As used in these Bylaws, the term "majority of Members" shall mean those Members having more than fifty percent (50%) of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the Members.

Section 9. Quorum: Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members having one-half of the total authorized votes of all Members shall constitute a quorum at all meetings of the Members.

Section 10. Majority Vote: The vote of a majority of the authorized votes of the Members at a meeting at which a quorum shall be present shall be binding upon all Members for all purposes except where otherwise required in the Declaration, these Bylaws or by law.

Section 11. Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may also be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

Section 12. Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by

proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 13. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's president or secretary, shall be presumed truthfully to evidence the matter set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE V. OBLIGATIONS OF MEMBERS/OWNERS.

Section 1. Assessments: All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association on behalf of the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of a fire, earthquake or other hazard. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance of and repairs to his Unit as required under the Declaration. Each Owner shall be responsible for all damages to any and all other units and/or to the Common Area caused by such Owner's negligence, misuse or neglect.

(b) All maintenance, repairs and replacements to the Common Area, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expenses shall be charged to such Owner), shall be made by the Board and be charged to all the Owners as a common expense.

ARTICLE VI. RECORDS.

The Board or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the Members, and financial records and books of account of the Corporation, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Corporation shall be rendered by the Board to all Owners at least annually.

ARTICLE VII. AMENDMENTS TO BYLAWS.

Except as otherwise provided in the Declaration or these Bylaws, these Bylaws may be modified or amended by the affirmative vote of at least sixty percent (60%) of the total voting power of the Corporation at a meeting of the Corporation duly held for such purpose with a quorum present.

ARTICLE VIII. MISCELLANEOUS.

Section 1. Meaning of Terms: Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

Section 2. Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by Members at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles, Bylaws, and all other Condominium Documents shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

Section 7. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

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EXHIBIT E

**Percentage Ownership Interests in the Common Area
(Pages 1 through 2)**

EXHIBIT F

Parking Stall and Storage Unit Location/Numbering Scheme

(Pages 1 through 3)

STORAGE UNITS AND PARKING SPACES
CITYSIDE LOFTS CONDOMINIUMS

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
 AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
 BOISE, ADA COUNTY, IDAHO

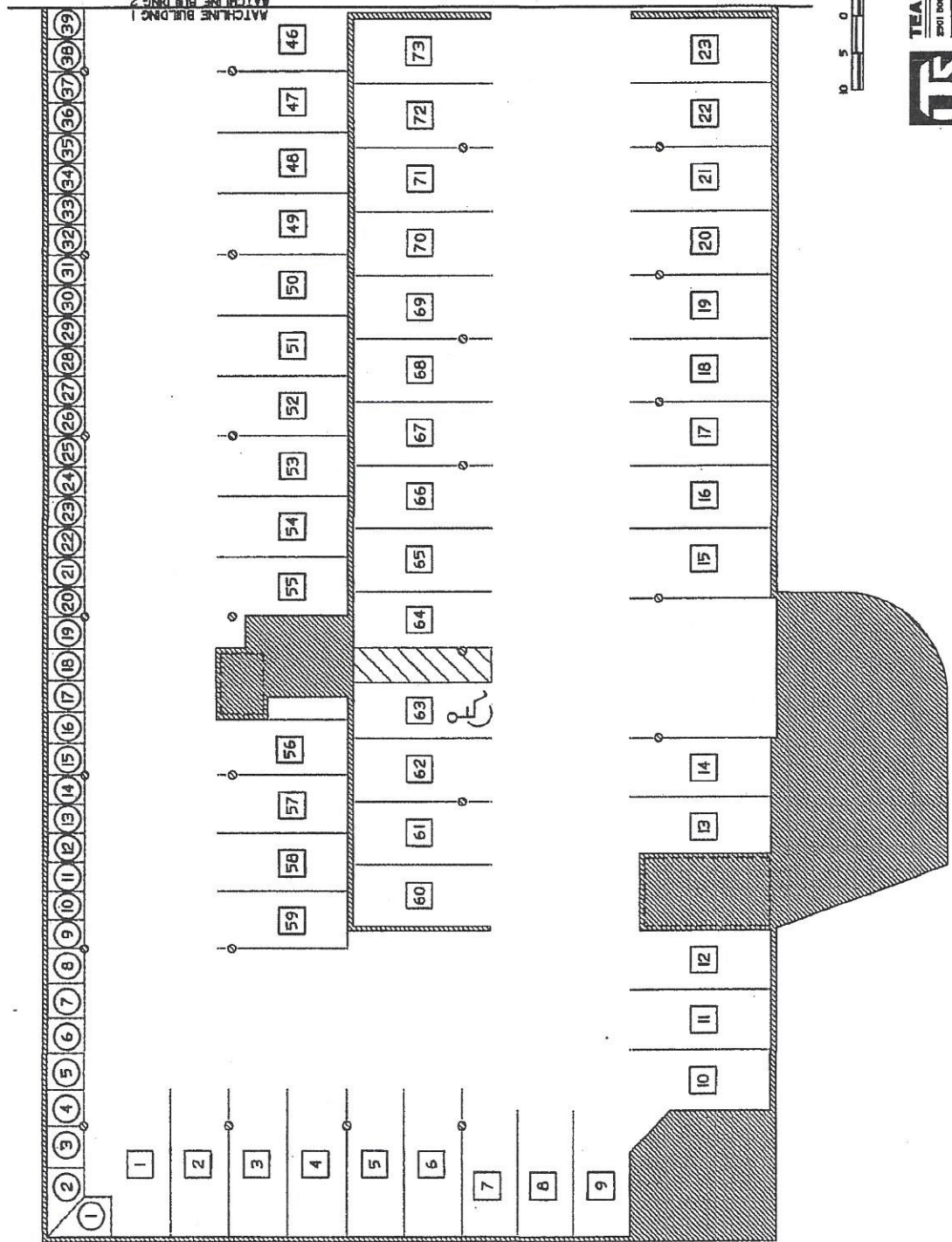
SOUTH 13th STREET
 N 64°18'57" E

2006

BUILDING 1 - BASEMENT

LEGEND

- ① STORAGE UNIT
- ▨ COMMON AREA
- PARKING SPACE
- BUILDING COLUMN (COMMON AREA)
- PARKING STRIPE



WEST GRAND AVENUE
 N 25°41'12" W



TEALEY'S LAND SURVEYING
 2011 DOUGLAS BLVD. SUITE 100 BOISE, IDAHO 83725
 208-395-0634

Project No. 28004 Sheet 1 of 3

**STORAGE UNITS AND PARKING SPACES
CITYSIDE LOFTS CONDOMINIUMS**

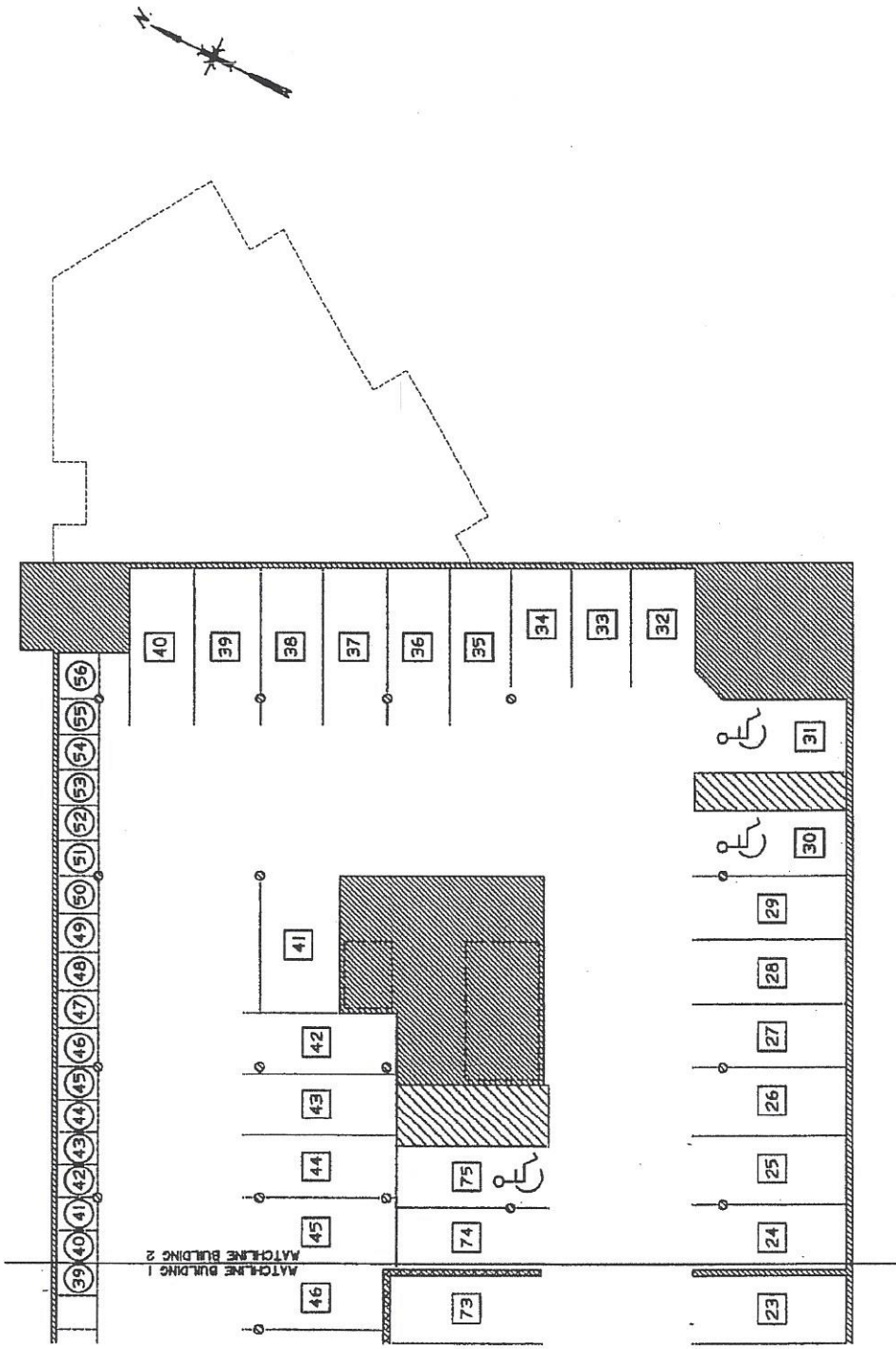
LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

**2006
BUILDING 2 - BASEMENT**

SOUTH 13th STREET
N 64°18'57" E

LEGEND

- ① STORAGE UNIT
- ▨ COMMON AREA
- PARKING SPACE
- BUILDING COLUMN (COMMON AREA)
- PARKING STRIPE



TEALEY'S LAND SURVEYING
2901 BOGGS BLVD. SUITE 200, BOISE, IDAHO 83726
208-385-0068
Project No. 2804

**STORAGE UNITS AND PARKING SPACES
CITYSIDE LOFTS CONDOMINIUMS**

LOTS 6-9 AND PORTIONS OF LOTS 10 AND 11, BLOCK 12, AMENDED CITY PARK SUBDIVISION,
AND A PORTION OF THE NW 1/4, SECTION 10, T.3N., R.2E., B.M.,
BOISE, ADA COUNTY, IDAHO

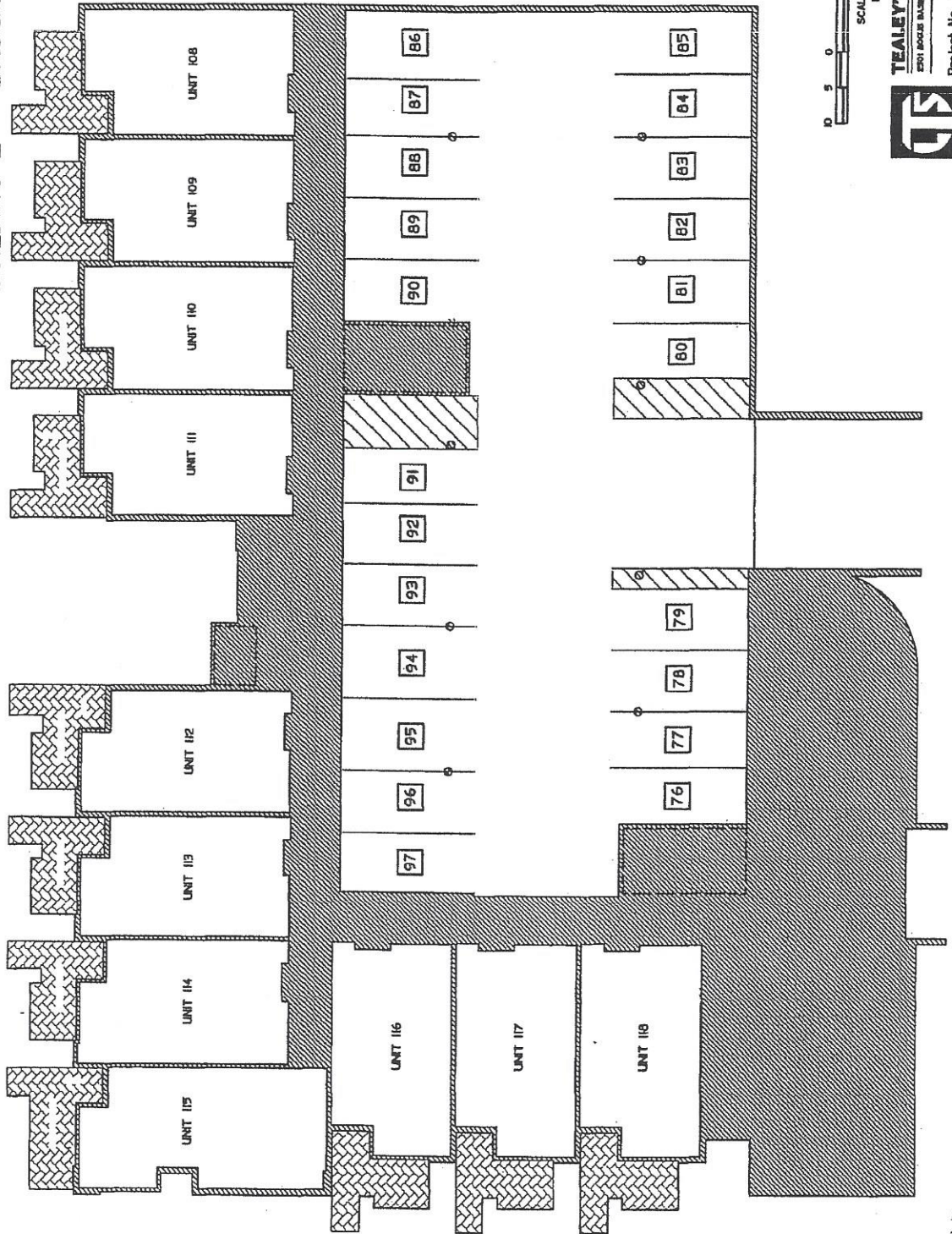
2006

BUILDING 2 - BASEMENT

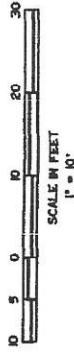
SOUTH 13th STREET
N 64°18'57" E

LEGEND

- ① STORAGE UNIT
- ▨ COMMON AREA
- PARKING SPACE
- BUILDING COLUMN (COMMON AREA)
- PARKING STRIPE



WEST GRAND AVENUE
N 25°41'03" W



TEALEY'S LAND SURVEYING
 2001 MADGE WALSH RD. BOISE, IDAHO 83706
 208-367-0336
 Project No. 2804

EXHIBIT "E"

Job No. 2804

Date: April 27, 2006

**CITYSIDE LOFTS CONDOMINIUM
OWNERSHIP TABLE**

UNIT NO.'S	SQUARE FEET PER UNIT	% OWNERSHIP PER UNIT
BLDG 2, UNIT 101	809	0.98
BLDG 2, UNIT 102	1032	1.25
BLDG 2, UNIT 103	831	1.01
BLDG 2, UNIT 104	1166	1.42
BLDG 2, UNIT 105	849	1.03
BLDG 2, UNIT 106	945	1.15
BLDG 2, UNIT 107	791	0.96
BLDG 1, UNIT 108	1135	1.38
BLDG 1, UNIT 109	1135	1.38
BLDG 1, UNIT 110	1037	1.26
BLDG 1, UNIT 111	1037	1.26
BLDG 1, UNIT 112	1037	1.26
BLDG 1, UNIT 113	1037	1.26
BLDG 1, UNIT 114	1148	1.40
BLDG 1, UNIT 115	1169	1.42
BLDG 1, UNIT 116	1037	1.26
BLDG 1, UNIT 117	1037	1.26
BLDG 1, UNIT 118	1037	1.26
BLDG 2, UNIT 201	809	0.98
BLDG 2, UNIT 202	1032	1.25
BLDG 2, UNIT 203	831	1.01
BLDG 2, UNIT 204	1165	1.42
BLDG 2, UNIT 205	849	1.03
BLDG 2, UNIT 206	945	1.15
BLDG 2, UNIT 207	807	0.98
BLDG 1, UNIT 208	851	1.03
BLDG 1, UNIT 209	1060	1.29
BLDG 1, UNIT 210	1174	1.43
BLDG 1, UNIT 211	1160	1.41
BLDG 1, UNIT 212	1006	1.22
BLDG 1, UNIT 213	716	0.87
BLDG 1, UNIT 214	977	1.19
BLDG 2, UNIT 301	809	0.98
BLDG 2, UNIT 302	1032	1.25
BLDG 2, UNIT 303	831	1.01
BLDG 2, UNIT 304	1165	1.42
BLDG 2, UNIT 305	849	1.03
BLDG 2, UNIT 306	945	1.15

BLDG 2, UNIT 307	807	0.98
BLDG 1, UNIT 308	1156	1.41
BLDG 1, UNIT 309	949	1.15
BLDG 1, UNIT 310	949	1.15
BLDG 1, UNIT 311	1119	1.36
BLDG 1, UNIT 312	954	1.16
BLDG 1, UNIT 313	1518	1.85
BLDG 1, UNIT 314	719	0.87
BLDG 1, UNIT 315	1006	1.22
BLDG 1, UNIT 316	1160	1.41
BLDG 1, UNIT 317	1175	1.43
BLDG 1, UNIT 318	1059	1.29
BLDG 1, UNIT 319	851	1.03
BLDG 2, UNIT 401	809	0.98
BLDG 2, UNIT 402	1032	1.25
BLDG 2, UNIT 403	831	1.01
BLDG 2, UNIT 404	1165	1.42
BLDG 2, UNIT 405	849	1.03
BLDG 2, UNIT 406	945	1.15
BLDG 2, UNIT 407	807	0.98
BLDG 1, UNIT 408	1630	1.98
BLDG 1, UNIT 409	1477	1.80
BLDG 1, UNIT 410	1374	1.67
BLDG 1, UNIT 411	1545	1.88
BLDG 1, UNIT 412	1494	1.82
BLDG 1, UNIT 413	2070	2.52
BLDG 1, UNIT 414	1186	1.44
BLDG 1, UNIT 415	1544	1.88
BLDG 1, UNIT 416	1675	2.04
BLDG 1, UNIT 417	1694	2.06
BLDG 1, UNIT 418	1552	1.89
BLDG 1, UNIT 419	1454	1.77
BLDG 2, UNIT 501	809	0.98
BLDG 2, UNIT 502	1032	1.25
BLDG 2, UNIT 503	831	1.01
BLDG 2, UNIT 504	1165	1.42
BLDG 2, UNIT 505	849	1.03
BLDG 2, UNIT 506	945	1.15
BLDG 2, UNIT 507	807	0.98
TOTAL (UNIT)	82275	100.00
COMMON AREA	29422	
LIMITED COMMON(GARAGE)	33784	
TOTAL AREA	145481	