



**CONDOMINIUM DECLARATION
FOR
HIGHWAY PLAZA CONDOMINIUMS**

ARTICLE I - RECITALS

1.1 The Declarant and the Real Property. 44 Plaza, LLC, an Idaho limited liability company, Kolco Enterprises, LLC, an Idaho limited liability company, and JBL Enterprises, LLC, an Idaho limited liability company, are the owners of that certain real property located in Ada County, Idaho, which is more particularly described in the attached Exhibit A.

1.2 Intention of Declarant. Declarant intends to create a project and provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

1.4 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units and for co-ownership with Owners, as tenants in common, of the Common Area, as those terms are herein defined.

ARTICLE II - DEFINITIONS

The following terms shall have the following meaning when used herein, unless the context otherwise requires:

Association. "Association" means the association of Unit Owners formed under the Declaration.

Association Bylaws. "Association Bylaws" means the bylaws for the governance of the Association as set forth in Exhibit D attached hereto and by this reference made a part hereof.

Building. "Building" means (a) the current structure located on the Real Property, (b) the additional building to be constructed on the Real Property, and (c) the common entry to both buildings.

Common Area. "Common Area" means the entire Project excepting all Units.

Condominium. "Condominium" means a separate interest in a Unit, Units, or fraction thereof, together with an undivided interest in common in the Common Area as set forth in the Condominium Map.

Condominium Documents. "Condominium Documents" means the Association Bylaws and this Declaration.

Condominium Map. "Condominium Map" means the Condominium Map for Highway Plaza Condominiums, to be filed for record in the office of the County Recorder of Ada County, Idaho, consisting of a plat or survey map of the surface of the ground of the Real Property, showing a survey and legal description thereof, the location and boundary of the Building with respect to the boundaries of the Real Property, and Unit number identifying the Units and the Common Area, together with such other information as may be included therein in the discretion of the Declarant. A copy of the Condominium Map is attached as Exhibit B.

Declarant. "Declarant" means collectively 44 Plaza, LLC, an Idaho limited liability company, Kolco Enterprises, LLC, an Idaho limited liability company, and JBL Enterprises, LLC, an Idaho limited liability company, together with their successors and assigns, including any person or entity acquiring all, but not less than all, of the interest of the Declarant in the Real Property, whether by purchase, or pursuant to foreclosure proceedings or otherwise.

Legal Rate of Interest. "Legal Rate of Interest" shall be the rate of interest allowed on money due on the judgment of any competent court or tribunal as determined under the provisions of Idaho Code Section 28-22-104(2) or any successor provision of law.

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

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

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

Project. "Project" shall collectively mean the Real Property and the Building and other improvements located on the Real Property.

Unit. "Unit" means the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, and ceilings and as bounded by the exterior surfaces of the windows and doors thereof as shown and numbered on the Condominium Map. The Unit shall include any materials constituting any part of the interior surfaces so described and anything within. To the extent the wall of a building comprising the Unit adjoins a Common Area consisting of a structure or part of a structure, then the exterior portion of such adjoining wall shall constitute a Common Area. Each Unit shall include the following: (a) all spaces, interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The following are not part of a Unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration, central air-conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, files, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. Additional walls constructed to divide a Unit or Units from another Unit or Units shall not be Common Area, but the same shall be equally a part of the Units separated by the same. Interior walls constructed within a Unit or Units to partition the Unit or Units owned by an Owner shall be part of such Unit or Units.

ARTICLE III - DECLARATION

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, sued, occupied, and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant and its assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained. All uses in Units will be limited to office use and the Common Area shall be maintained to keep that intent in the Project.

ARTICLE IV - NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Estates of an Owner. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit, Units, or fraction thereof and an undivided interest in common in the Common Area in accordance with the Condominium Map which sets forth the Common Area appurtenant to each Unit. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth on Exhibit C. Such undivided interests in the Common Area are hereby declared to be appurtenant to the respective Units. Units may be combined with other Units or separated into

fractions of Units; provided, however, a fraction of a Unit may be conveyed only with one or more contiguous entire Units so that conveyances of fractions of Units shall not create substandard Units or operate to increase the permitted occupancy density under applicable zoning for the approved plat.

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

4.3 Inseparability. No part of a Condominium or 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 shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium or any part hereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration.

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

4.5 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area.

4.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project 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 all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to Owner's interest in the Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the Legal Rate of Interest from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 9.6 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners of Units as provided in Article IX hereof.

4.7 Owner's Rights with Respect to Interiors and Exteriors. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, and doors, and clean the exterior and interior surfaces of the windows, all of which form the boundaries of Owner's Unit and all walls, ceilings, floors, and doors within such boundaries. The exteriors of Units shall be the responsibility of Unit Owners and shall be maintained in a first class condition in harmony with the other Unit.

4.8 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit 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 to be encumbrances either on the Common Area or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair, or reconstruction of the Project or any part thereof in accordance with the original plans for the Project and any encroachment due to building overhang or projection.

4.9 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right to be exercised by the Association or their agent to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the Common Area; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

4.10 Owner's Right to Ingress and Egress and Support. Each Owner, tenants, guests and invitees shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to Owner's Unit and shall have the right to the horizontal and lateral support of Owner's Unit, and such rights shall be appurtenant to and pass with the title to each Condominium. Further, the Common Area is subject to easements of record for ingress and egress.

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

4.12 Easements and Utilities. In order to adequately serve each Unit and the Common Area utility facilities may be constructed and may encroach on the Common Area or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

4.13 Declarant's Right Incident to Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

4.14 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 4.8, 4.9, 4.10, 4.11, 4.12, and 4.13 above, even though no specific reference to such easements or to those sections may appear in any such conveyance.

4.15 Parking. All parking is subject to the control of the Association, who will manage it for the benefit of the Owners. The parking spaces developed in the Common Area exceed Code requirements for the size of the Units. Each Unit Owner is required to insert a clause in its occupancy agreement and any sublease or lease which requires all employees of the occupant to park off-site if the Association determines a parking problem exists. Violators will be fined in amounts set by the Association.

ARTICLE V - DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map and to this Declaration as each appears in the official records of Ada County, Idaho, in the following fashion:

Condominium Unit _____, as shown on the Condominium Map of Highway Plaza Condominiums appearing in the Records of Ada County, Idaho, as Instrument No. 102136372 and as defined and described in that Condominium Declaration for Highway Plaza Condominiums recorded in the Records of Ada County, Idaho, as Instrument No. _____.

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

ARTICLE VI - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or Owner's agent or Owner's contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such material or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any

portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove Owner's Condominium from a lien against two or more Condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to Owner's Condominium.

ARTICLE VII - THE ASSOCIATIONS

7.1 Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An Owner shall be entitled to one membership for each Unit owned by the Owner. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always 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. Provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium.

7.2 Voting Rights. The total number of votes that may be cast by all members of the Association shall be set forth in the Association Bylaws, and each Owner shall be entitled to vote the same percentage of the total number of votes of the Association as such Owner's percentage interest in the Common Area as set forth in Exhibit C, attached hereto.

7.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interests, and obligations of the Association set forth herein or served 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. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

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

ARTICLE VIII - CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Management Body. The Association is hereby designated to be the "Management Body," as provided in Sections 55-1503 and 55-1506 of the Idaho Code and shall administer the Project in accordance with the Condominium Property Act of such Code, the Association Bylaws and the provisions of this Declaration.

8.2 Adoption of Bylaws, Appointment of Interim Board, and Designation of Manager. Upon the execution and the filing of this Declaration, Declarant shall adopt the

Association Bylaws. At the same time, Declarant will appoint an interim board of directors of the Association, which directors shall serve until their successors have been elected as provided in the Bylaws. Such interim board of directors may appoint a manager or managing agent for the Project on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Project from the date of its formation at the expense of the Association.

8.3 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. Each Unit Owner shall keep the Unit in a clean, sanitary and attractive condition, and shall maintain and repair the heating and air conditioning equipment and water heater servicing Owner's Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Common Area and improvements located on the Project but not the Units, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Areas, including utility lines and all other improvements or materials located within or used in connection with the Common Area, except to the extent third parties are responsible for damage or repairs. The Association shall maintain in a proper, first class manner all landscaping and natural vegetation constituting part of the Common Area. The specification of duties of the Association with respect to a particular Common Area shall not be construed to limit its duties with respect to other Common Areas as set forth in the first sentence in this section. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article IX.

The Association shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common Area and each Owner hereby irrevocably appoints the Association as attorney in fact for such purpose.

8.4 Miscellaneous Services. The Association may 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 obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

8.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Area. Such interest shall not be transferrable except with the transfer of a Condominium. A transfer of a

Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose of which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under a foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

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

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

8.8 Taxes. The Association shall file annual income tax returns as required by law.

ARTICLE IX - ASSESSMENTS

9.1 Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, covenants, and each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article.

9.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or the furnishing of trash collection services, and other common services to each Unit, to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management; taxes (including income and property taxes) and special assessments, unless the Condominiums are separately assessed as provided herein; premiums for all insurance that the Association is required

or permitted to maintain pursuant hereto; landscaping and care of grounds, common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

9.3 Apportionment of Periodic Assessments. Upon issuance of a certificate of substantial completion of the Project, the expenses attributable to the Common Area and to the Project as a whole shall be apportioned generally among all Owners in proportion to the interest in the Common Area owned by each Owner as set forth on Exhibit C hereof. The expenses of the Common Area and the Project shall be charged to the Owners as follows:

(a) All maintenance, repair, replacement, and furnishing of the Common Area and all common utilities and services rendered to the Units shall be as set forth on Exhibit C.

(b) All general/administrative expenses, including management fees, supplies, and office services and legal and accounting expenses and all common expenses, including the costs of maintaining the Common Area and all common utilities and services, shall be apportioned to the Owner of each Unit based upon the allocation in Exhibit C.

If any Owner or Owners require the Association to incur any expense in excess of the average cost of such expense for a Unit, then any such expense in excess of the average cost shall be allocated to such Owner or Owners and the average cost shall be apportioned as provided herein.

9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly, or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be given to each Owner, which notice shall specify the amount of assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after written notice has been given. Each periodic assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such case shall be deferred to a date fifteen (15) days after such notice shall have been given.

9.5 Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy at any time a special assessment payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Common Area only, or for any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but shall

be construed to prescribe the manner of assessing for expenses authorized by other sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 9.3 of this Article. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. The Association shall have the power to incur expenses for maintenance and repair of any Unit, if such maintenance and repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area, and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the board to said Owner or Owners. The Board shall levy a special assessment against the Owner or Owners of any such Unit to pay for the cost of such maintenance and repair, and any other costs or expenses arising out of or incident to such maintenance and repair, and the assessment therefor. A special assessment shall bear interest at the Legal Rate of Interest from the date it becomes due and payable if not paid within thirty (30) days after such date.

9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; and (b) labor or materialmen's liens, to the extent allowed by law. The secured party under a valid first Mortgage, duly recorded with the Ada County Recorder as to a Condominium, shall be entitled to cure a default in payment of assessments by paying all past due assessments which accrued no more than sixty (60) days prior to the date that such secured party was first notified by mail of such Condominium owner's failure to pay assessments past due. In the event of foreclosure on any such first Mortgage, the holder thereof shall take the Condominium interest subject to all unpaid assessments, except to the extent that such liability has been limited by exercise of the cure option set forth in the immediately preceding sentence. All other lienors acquiring liens on any Condominium after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium, and a description of the Condominium. Such notice shall be signed by the Association and may be recorded in the office of the County Recorder of Ada County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice

of assessment, and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded with the Ada County Recorder upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Unless sooner satisfied and released or the enforcement thereof initiated as provided earlier in this Section, any lien created pursuant to this Section shall expire and be of no further force or effect one year from the date of recordation of said notice of assessment; provided, however, that said one-year period may be extended by the Association for not to exceed one additional year by a written extension signed by the Association and recorded in the office of the County Recorder of Ada County, Idaho, prior to expiration of said first one-year period.

9.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of Owner's Condominium.

9.8 Statement of Account. Upon payment of a reasonable fee and upon ten (10) days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the ten-day period provided herein and thereafter an additional

written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium.

9.9 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.8, a purchaser of a Condominium shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.10 Leasing of Common Area. The Association shall have the right as may be necessary or appropriate to lease portions of the Common Area. ✕

ARTICLE X - 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 companies duly authorized to do business in Idaho:

(a) **Casualty Insurance.** A policy or policies of insurance covering loss or damage from fire, with extended coverage endorsement, and such other coverages such as flooding, which the Association may deem desirable, for not less than the full insurable replacement value of the Units and Common Area. Such policy or policies shall name Declarant, the Association and the Unit Owners as insureds, as their interest may appear, and shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit, if any.

(b) **Public Liability and Property Damage Insurance.** A policy or policies insuring the Declarant, the Association, the board of directors, the Unit Owners and the managing agent, against liability to the public or to the Owners of Units and of the Common Area, and their invitees or tenants, incident to the ownership or use of the Project. There may be excluded from such policy or policies coverage of a Unit Owner (other than as a member of the Association or board of directors) for liability arising out of acts or omission of such Unit Owner and liability incident to the ownership and/or use of the part of the Project as to which such Unit Owner has the exclusive use or occupancy. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single limit basis. Such policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(c) **Worker's Compensation and Employer's Liability Insurance.** The Association shall purchase worker's compensation and employer's liability insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) **Other.** The Association may obtain 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 Casualty and Public Liability Insurance. The Association may in its discretion obtain casualty and public liability insurance coverage in amounts it may select with respect to an Owner's activities within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area.

10.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number and the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy, together with a certificate identifying the interest of the Owner. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees, and agents and against each Owner and each Owner's employees, agents, and guests and shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board, employees, and agents or of any Owner or such Owner's employees, agents, or guests, and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or Mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or Mortgagee.

Public liability and property damage insurance shall name the Association as the insured, 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 Project.

10.4 Owner's Responsibility. Each Owner shall be responsible for obtaining casualty, property damage, and public liability insurance coverage within each individual Unit for activities of the Owner, not acting by the Association, with respect to the Common Area, unless the Association pursuant to Section 10.2 hereof elects to arrange for such insurance, and regardless of the Association's election, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of Owners. Each Owner shall have sufficient insurance coverage in place to cover the cost to rebuild the Unit in the event of any damage.

10.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall rebuild all Common Areas unless all Owners vote otherwise. All Owners shall likewise use insurance proceeds to rebuild the Owner's Unit unless all Owners vote to the contrary.

10.6 Owner's Liability Insurance. Each Owner shall obtain insurance at Owner's own expense providing coverage upon Owner's Condominium, Owner's personal property, for Owner's personal liability, and covering such other risks as she/he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

10.7 Actions Affecting Cost and Coverage of Insurance. Nothing shall be done or kept in any Unit or in the Common Area which will increase the cost of insurance on the Common Area. No Owner shall permit anything to be done or kept in Owner's Unit or in the Common Area which will result in cancellation of insurance on any Unit or any part of the Common Area.

10.8 Optional Additional Insurance. The provisions of this Article 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.

ARTICLE XI. CASUALTY DAMAGE OR DESTRUCTION

11.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires Owner's Condominium.

11.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Common Area upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment. Each Owner is responsible for the Owner's own Unit.

11.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Common Area to

substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

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 Association shall obtain estimates that it deems reliable and complete 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 these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Common Area damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Common Area or may be in accordance with any other plans and specifications the Owners representing an aggregate of 85% or more of the voting rights of 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 Association, pursuant to Article X hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.7 Act of Neglect of Unit Owner. If, due to the act or neglect of a Unit Owner, or of a guest or other authorized occupant, tenant, customer, employee or visitor of such Unit Owner and which act or neglect is not covered by the Association's insurance, damage shall be caused to the Common Area or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be an expense of the Common Area, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association's insurance.

11.8 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 11.6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It

shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 11.6 of this Declaration.

11.9 Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Common Area shall be sold and the proceeds distributed to the Owners in proportion to their percentage ownership interest in the Common Area.

11.10 Owner's Unit Obligation. The above obligations to rebuild the Common Area apply in the same manner to each Owner with respect to the Owner's Unit. Each Owner shall have the same duties as the Association for each Owner's Unit.

ARTICLE XII. OBSOLESCENCE

12.1 Adoption of a Plan. Owners representing an aggregate of eighty-five percent (85%) or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Ada County, Idaho, real estate records.

12.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

12.3 Dissents from Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five (5) days after the expiration of such 15-day period. Within fifteen (15) days of receipt of such notice from the Association, the Owners representing an aggregate of more than fifteen percent (15%) of the voting rights of the Association may cancel the plan by written instrument recorded in Ada County, Idaho, real estate records. If the plan is not canceled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he/she or it is unable to agree with the other shall be the "Commencing Date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make

such nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with her/him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by a judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers and the Association as attorney in fact shall disburse the proceeds in the same manner provided in Section 12.4 of this Declaration. The obligation of the Association to make such purchase shall be conditioned upon the fair market value of the Condominium exceeding the obligations secured by liens on such Condominium and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate commitment for title insurance evidencing marketability of Owner's title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment not exceeding five percent (5%) of the assessed valuation of any Unit sufficient to provide funds to pay for the Condominiums of the Dissenters, provided that such assessments shall not apply to any Owners who are among the dissenters and shall not be liens against the Condominium of such Owners.

12.4 Sale of Obsolete Units. The Owners representing an aggregate 85% or more of the voting rights of the Association may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the Association Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to the respective appraised value of the Condominium exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

12.5 Distribution of Excess. In the event amounts collected pursuant to Section 12.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

ARTICLE XIII. CONDEMNATION

13.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

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

13.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the appraised value of the Condominium exclusive of the amounts paid for personal property, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 12.4 of this Declaration.

13.4 Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner. As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned among Owners in the same manner provided in Section 9.3 of this Declaration, (b) the total amount allocated to severance damage, shall be apportioned to those Condominiums which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and of improvements an Owner has made within Owner's own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established

in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 12.4 of this Declaration.

13.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XIV hereof.

13.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIV. REVOCATION OR AMENDMENT

14.1 Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of 75% or more of the voting rights of the Association, and all holders of any recorded Mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Condominium consents thereto.

XV. PERIOD OF CONDOMINIUM OWNERSHIP

The condominium ownership created by Declarant and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XIV of this Declaration or until termination in the manner provided in Articles XII (Obsolescence) or XIII (Condemnation) of this Declaration.

ARTICLE XVI. MISCELLANEOUS

16.1 Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Association Bylaws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

16.2 Registration of Mailing Address. Each Owner shall register 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 intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

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

16.4 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

16.5 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

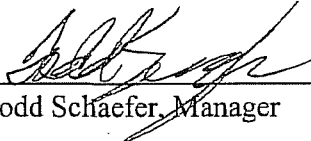
16.6 Construction by Declarant. Nothing in this Declaration, nor any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Areas and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project. Prior to the acquisition of title by purchasers of the total number of Units of the Project, no action by the Association shall require Declarant to construct additional improvements to the Common Areas and Units unless Declarant agrees to construct such improvements. Declarant reserves the right to alter its construction plans and designs as it deems appropriate.

16.7 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

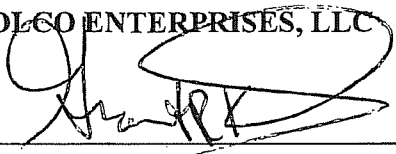
[Signature Page Follows]

Declarant hereby consents to the recordation of this Condominium Declaration for Highway Plaza Condominiums pursuant to the Idaho Condominium Property Act as the record owner of said property and holder of all recorded security interest in such property and has executed the same effective as of September 9, 2003.

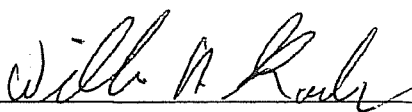
44 PLAZA, LLC

By 
Todd Schaefer, Manager

KOLGO ENTERPRISES, LLC

By 
Grant R. Kolnes, Manager

JBL ENTERPRISES, LLC

By 
William R. Guhrke, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of September, 2003, before me a notary public, personally appeared **TODD SCHAEFER** known or identified to me (or proved to me on the oath of _____) to be the Manger of **44 PLAZA, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

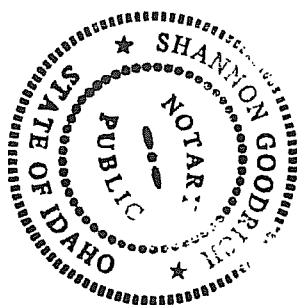


Shannon Goodrich
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 12-4-07

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of September, 2003, before me a notary public, personally appeared **GRANT R. KOLNES** known or identified to me (or proved to me on the oath of _____) to be the manager of **KOLCO ENTERPRISES, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.

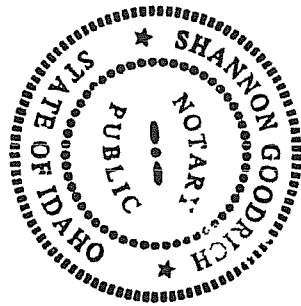


Shannon Goodrich
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 12-4-07

STATE OF IDAHO)
) ss.
County of Ada)

On this 9 day of September, 2003, before me a notary public, personally appeared WILLIAM R. GUHRKE known or identified to me (or proved to me on the oath of _____) to be the manager of JBL ENTERPRISES, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such company 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.



Shannon Goodrich
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires 12-4-07

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land being a portion of the SW 1/4 of the SE 1/4 of Section 14, T.4N., R.1E., B.M., Garden City, Ada County, Idaho, as shown on Record of Survey No. 4296, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 98056719 and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of said Section 14; thence along the South boundary of said Section 14

South 89°52'00" East 2644.99 feet to a brass cap marking the South 1/4 corner of Section 14; thence along the centerline of North Ulmer Lane

North 10°36'44" East 182.77 feet to a point on the extended North boundary of Wakefield Meadows Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 70 of Plats at page 7164; thence along said extended boundary and the North boundary of said Wakefield Meadows Subdivision

South 62°03'32" East 28.93 feet to an iron pin on the Easterly right-of-way line of North Ulmer Lane, said point being the **POINT OF BEGINNING**; thence along said Easterly right-of-way line

North 10°36'44" East 335.79 feet to an iron pin on the Southerly right-of-way line of West State Street; thence along said Southerly right-of-way line

South 65°04'17" East, formerly South 65°11' East, 235.74 feet to an iron pin; thence leaving said Southerly right-of-way line

South 24°38'45" West, formerly South 24°49' East, 333.48 feet to an iron pin on said North boundary of Wakefield Meadows Subdivision; thence along said North boundary

North 62°03'32" West 154.57 feet to the **POINT OF BEGINNING**,

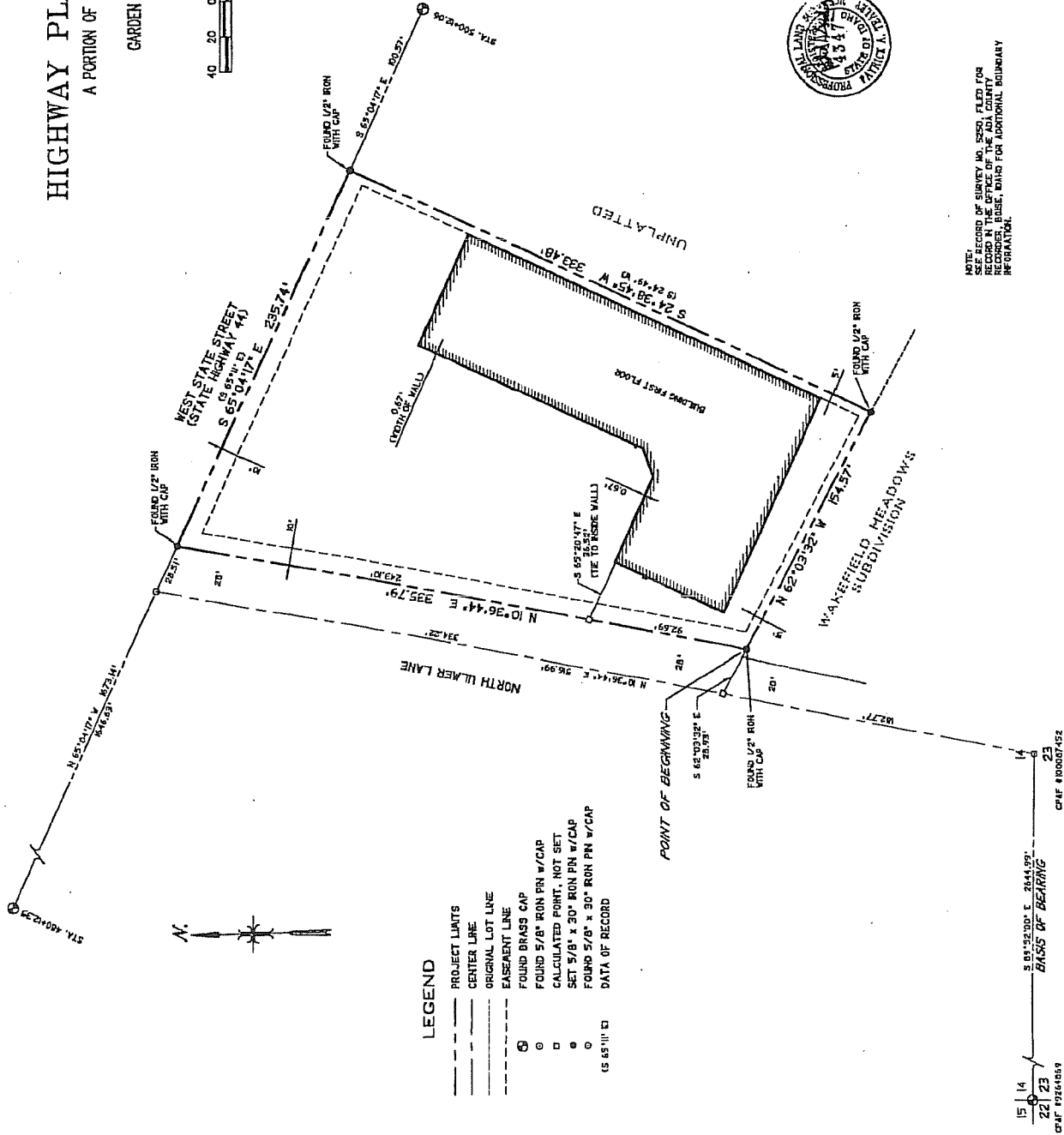
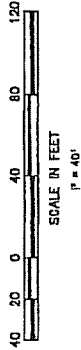
Said parcel of land contains 1.47 acres, more or less.

EXHIBIT "B"
CONDOMINIUM MAP

W. U. 10. 7400

PLAT OF HIGHWAY PLAZA CONDOMINIUMS

A PORTION OF THE SW 1/4 SE 1/4, SECTION 14,
T.4N., R.1E., BM.,
GARDEN CITY, ADA COUNTY, IDAHO
2002



- LEGEND**
- PROJECT LIMITS
 - CENTER LINE
 - ORIGINAL LOT LINE
 - EASEMENT LINE
 - FOUND BRASS CAP
 - FOUND 5/8" IRON PIN w/CAP
 - CALCULATED POINT, NOT SET
 - SET 5/8" x 30" IRON PIN w/CAP
 - FOUND 5/8" x 30" IRON PIN w/CAP
 - DATA OF RECORD

NOTES

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF GARDEN CITY, IDAHO, AS ALLOWED BY CONDOMINIUM USE PERMIT NO. 02-02-024.
2. ANY AMENDMENTS TO THIS CONDOMINIA SHALL CONFORM TO THE CONDOMINIUM ACT, CHAPTER 31-2002, AND BE AS APPROVED BY THE CITY OF GARDEN CITY.
3. DECLARANT WILL COMPLY WITH THE MINIMUM REQUIREMENTS OF SECTION 31-2002 OF THE IDAHO CODE.
4. THE COMMON AREA SHALL BE OWNED IN COMMON BY ALL OWNERS OF CONDOMINIUMS AND NO OWNER MAY BRING ANY ACTION FOR PARTITION THEREOF. EACH OWNER SHALL HAVE THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREA.
5. FIRST FLOOR SURVEY TIES ARE SHOWN ON THIS SHEET.
6. ELEVATIONS ARE 820 VERTICAL DATUM, WITH FIRST FLOOR ELEVATION DATUM OF 2590.73', AS SHOWN ON SHOWN ON CIVIL PLANS FOR CONSTRUCTION.
7. THE SURVEY TIE TO THE BUILDING SHOWN ON PLAT IS TO THE INSIDE FACE OF WALL ON FIRST FLOOR. THE WALL THICKNESS IS 0.67'.
8. THIS PROJECT IS HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC UTILITIES, DRAINAGE AND BRIGATION EASEMENT OVER THE TEN (10) FEET ADJACENT TO THE SAID EXTERIOR BOUNDARY, OR AS SHOWN.
9. THE PHYSICAL BOUNDARIES OF THE UNITS ARE THE INTERIOR SURFACE OF THE COMMON WALLS, FLOORS, CEILING, WINDOWS AND DOORS OR OTHER DIVISIONS WHICH FLOORS, CEILING, WINDOWS AND DOORS SO DESCRIBED AND THE AIR SPACE ED ENCLOSURED. THE FOLLOWING ARE NOT PART OF THE UNIT: EXTERIOR WALLS, COLLARS, FLOORS, CEILING, AIR-CONDITIONING EQUIPMENT, RESERVOIRS, TANKS, PUMPS AND OTHER CENTRAL SERVICES, PIPES, DUCTS, FLUES, CHIMNEYS, CONDENSERS, THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT, IN TIE, EXCEPT INTERPRETING THE DECLARATION, PLAT AND/OR DEEDS. THE EXISTING COMMON WALLS, FLOORS, CEILING, WINDOWS AND DOORS OR OTHER DIVISIONS SO DESCRIBED IN THIS DECLARATION SHALL BE CONSIDERED REQUIRED TO BE THE BOUNDARIES RATHER THAN THE ACTS AND DEEDS SO DESCRIBED OR DEPICTED IN THE SAID DECLARATION, PLAT AND/OR DEEDS. THE BOUNDARIES OF THE UNITS IN THE SAID DECLARATION, PLAT AND/OR DEEDS AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDING.
10. FOR INFORMATION CONCERNING THE USERS, RESPONSIBILITIES, AND RELATIONSHIPS OF THE UNIT AND COMMON AREA SEE THE CONDOMINIA DECLARATION OF HIGHWAY PLAZA CONDOMINIUMS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO.

NOTE:
SEE RECORD OF SURVEY NO. 2520, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO FOR ADDITIONAL BOUNDARY INFORMATION.



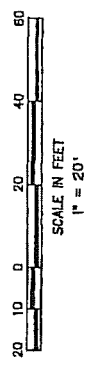
TEALEY'S LAND SURVEYING
2501 BOGGS BASH RD. BOISE, IDAHO 83702
208-383-0638
Project No. 2361



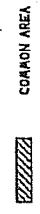
60. 60 10. 1760

PLAT OF HIGHWAY PLAZA CONDOMINIUMS

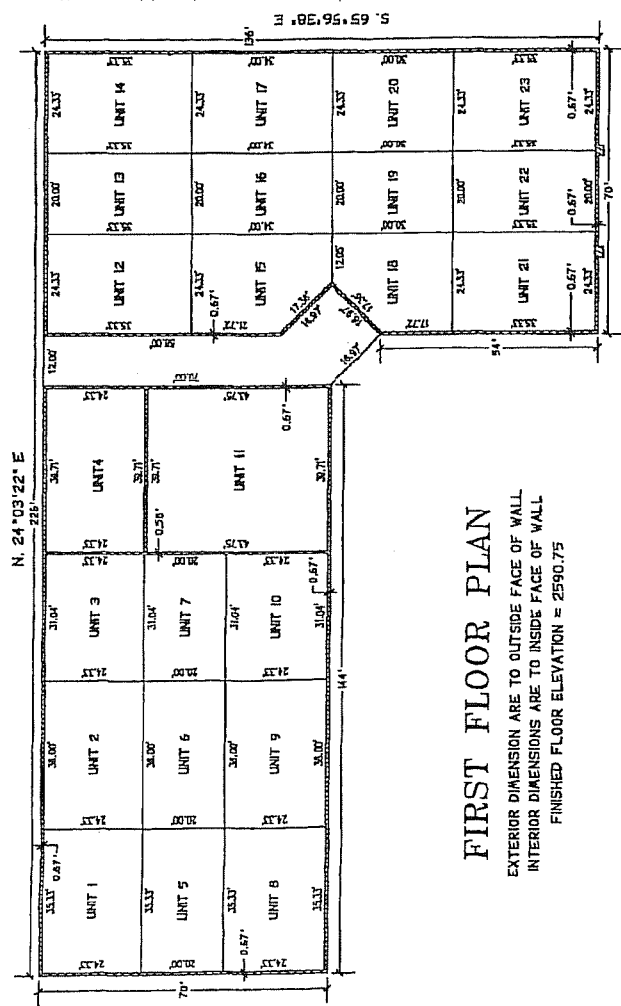
A PORTION OF THE SW 1/4 SE 1/4, SECTION 14,
T4N., R1E., B.M.,
GARDEN CITY, ADA COUNTY, IDAHO
2002



LEGEND



COMMON AREA

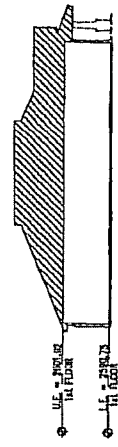


FIRST FLOOR PLAN

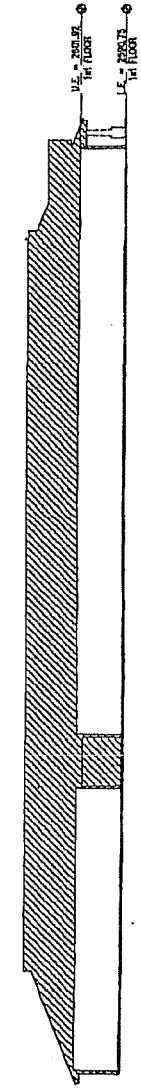
EXTERIOR DIMENSIONS ARE TO OUTSIDE FACE OF WALL
INTERIOR DIMENSIONS ARE TO INSIDE FACE OF WALL
FINISHED FLOOR ELEVATION = 2590.75

LEGEND

- L.E. LOWER ELEVATION
- U.E. UPPER ELEVATION
- COMMON AREA



NORTH ELEVATION



EAST ELEVATION

ELEVATION PLAN



TEALEY'S LAND SURVEYING
2501 BROADWAY BLVD. • BOISE, IDAHO 83702
208-385-0636

Project No. 2381

OK. 05 NO. 7407

HIGHWAY PLAZA CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT 44 PLAZA, LLC, KOLKO ENTERPRISES, LLC, & J.L. GREGG, INC. (THE "OWNERS") DO HEREBY CERTIFY THAT THE UNDEVELOPED LAND SURVEY, AS DESCRIBED BELOW AND AS IT IS SHOWN INTEND TO INCLUDE SAID REAL PROPERTY IN THIS CONDOMINIUM. THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECONSTRUCTION OF DOCUMENTS PURSUANT TO CHAPTER 9, TITLE 95 OF THE IOWA CODE.

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T48N, R.2E., S20W, IN IOWA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: 9508678 AND WERE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHWEST CORNER OF SAID SECTION 14. THE SOUTH BOUNDARY OF SAID SECTION 14. A STRAIGHT LINE FROM THE POINT OF BEGINNING TO A POINT ON THE EXTENDED NORTH BOUNDARY OF SAID SECTION 14. A STRAIGHT LINE FROM SAID POINT TO THE EASTERN RIGHT-OF-WAY LINE OF VALENTINE ROAD, BEING 20 FEET WIDE, AS SHOWN ON THE OFFICIAL RECORDS OF THE IOWA COUNTY RECORDS, BOOK 17, PAGE 370. A STRAIGHT LINE FROM SAID POINT TO THE EASTERN RIGHT-OF-WAY LINE OF NORTH ULMER LANE, SAID POINT BEING THE RIGHT OF BEGINNING. THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE TO AN IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST STATE STREET, THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 24°30'45" WEST, 72.74 FEET TO AN IRON PIN ON SAID NORTH BOUNDARY OF VALENTINE ROAD, THENCE ALONG SAID NORTH BOUNDARY, NORTH 84°09'58" WEST 65.57 FEET TO THE END OF DESCRIBED PARCEL.

SAID PARCEL OF LAND CONTAINS 1.47 ACRES, MORE OR LESS. THE EASEMENTS RESERVED ON THIS PLAT ARE NOT RESERVED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE BUILT WITHIN THE LINES OF SAID EASEMENTS. THE CITY OF GARDEN CITY, IOWA, HAS BEEN ADVISED BY THE CITY ENGINEER OF SAID CITY OF GARDEN CITY, IOWA, AND THE CITY OF GARDEN CITY HAS AGREED IN WRITING TO DENY ALL OF THE UTILITY EASEMENTS ON THIS CONDOMINIUM. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 20th DAY OF June, 2008.

44 PLAZA, LLC
William R. Gregg
WILLIAM R. GREGG, MANAGING MEMBER

KOLKO ENTERPRISES, LLC
John A. Kolko
JOHN A. KOLKO, MANAGING MEMBER

VALLEY T. GREGG, AMONGING MEMBER
Valley T. Gregg
VALLEY T. GREGG, AMONGING MEMBER

ACKNOWLEDGMENT

STATE OF IOWA } SS
COUNTY OF ADA } 20th DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GRANT R. KOLKO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE KOLKO ENTERPRISES, LLC THAT EXECUTED THE INSTRUMENT ON WHICH THIS PLAT IS BASED. SAID GRANT R. KOLKO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE KOLKO ENTERPRISES, LLC, AND ACKNOWLEDGED TO ME THAT SUCH 44 PLAZA, LLC EXECUTED THE SAME.

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

James D. Fox
JAMES D. FOX, Notary Public
9/28/07

ACKNOWLEDGMENT

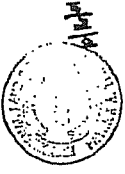
STATE OF IOWA } SS
COUNTY OF ADA } 17th DAY OF September, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JAMES D. FOX, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE ADA COUNTY HEALTH DEPARTMENT, THAT EXECUTED THE INSTRUMENT ON WHICH THIS PLAT IS BASED. SAID JAMES D. FOX, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE ADA COUNTY HEALTH DEPARTMENT, AND ACKNOWLEDGED TO ME THAT SUCH 44 PLAZA, LLC EXECUTED THE SAME.

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

James D. Fox
JAMES D. FOX, Notary Public
9/28/07

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, L.S., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AS DESCRIBED IN CHAPTER 171C, IOWA CODE, AND THAT I AM THE REGISTERED SURVEYOR OF SAID CONDOMINIUM UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE PORTS PLATTED THEREON, AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE IOWA SURVEYING AND MAPPING ACT, CHAPTER 171C, IOWA CODE, I HAVE CAUSED THE CORNER STATIONING AND PLATING TO BE PLACED.



PATRICK A. TEALEY, L.S., NO. 4324

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 20th DAY OF June, 2008.

John A. Kolko
JOHN A. KOLKO, BOARD MEMBER

Valley T. Gregg
VALLEY T. GREGG, BOARD MEMBER

ADA COUNTY HIGHWAY DISTRICT



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

HEALTH DEPARTMENT OF ADA COUNTY

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO APPROVAL ON FILE WITH THE COUNTY RECORDER OR HIS AGENCY LISTING THE CONDITIONS OF APPROVAL.

James D. Fox
JAMES D. FOX, HEALTH DEPARTMENT ENGINEER



APPROVAL OF CITY ENGINEER

THE UNDERSIGNED, CITY ENGINEER IN AND FOR GARDEN CITY, ADA COUNTY, IOWA, HEREBY APPROVE THIS PLAT.

Calvin W. Bergeson
CALVIN W. BERGESON, CITY ENGINEER

ACKNOWLEDGMENT

STATE OF IOWA } SS
COUNTY OF ADA } 20th DAY OF June, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GRANT R. KOLKO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE KOLKO ENTERPRISES, LLC THAT EXECUTED THE INSTRUMENT ON WHICH THIS PLAT IS BASED. SAID GRANT R. KOLKO, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF THE KOLKO ENTERPRISES, LLC, AND ACKNOWLEDGED TO ME THAT SUCH 44 PLAZA, LLC EXECUTED THE SAME.

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

James D. Fox
JAMES D. FOX, Notary Public
9/28/07



APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR GARDEN CITY, ADA COUNTY, IOWA, DO HEREBY CERTIFY THAT THIS PLAT WAS DULY RECEIVED AND APPROVED.



Bruce D. Kasper
BRUCE D. KASPER, CITY CLERK

CERTIFICATE OF COUNTY SURVEYOR

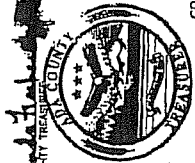
I, THE UNDERSIGNED, COUNTY SURVEYOR FOR ADA COUNTY, IOWA, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLES WITH THE STATE OF IOWA CODES RELATING TO CONDOMINIUMS.



John A. Kolko
JOHN A. KOLKO, COUNTY SURVEYOR

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IOWA, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE OFFICE AND WAS DULY RECORDED UNDER INSTRUMENT NO. 9508678 AND 9508679 ON THE 17th DAY OF September, 2008. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



John A. Kolko
JOHN A. KOLKO, COUNTY TREASURER

COUNTY RECORDERS CERTIFICATE

STATE OF IOWA } SS
COUNTY OF ADA } I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE OFFICE OF THE COUNTY CLERK OF PLAZA, IOWA, ON THE 20th DAY OF June, 2008, AND WAS DULY RECORDED UNDER INSTRUMENT NO. 9508678 AND 9508679 ON THE 17th DAY OF September, 2008.

James D. Fox
JAMES D. FOX, COUNTY RECORDER

EXHIBIT "C"
OWNERSHIP INTEREST

Condominium Unit #	Votes	Percentage Ownership Interest in Common Area
1	4.6	4.6%
2	4.6	4.6%
3	4	4%
4	5.1	5.1%
5	3.8	3.8%
6	3.8	3.8%
7	3.3	3.3%
8	4.6	4.6%
9	4.6	4.6%
10	4	4%
11	9.2	9.2%
12	4.6	4.6%
13	3.8	3.8%
14	4.6	4.6%
15	4	4%
16	3.6	3.6%
17	4.4	4.4%
18	3.4	3.4%
19	3.2	3.2%
20	3.8	3.8%
21	4.6	4.6%
22	3.8	3.8%
23	4.6	4.6%