

PLAT SHOWING HISTORIC COMPLICATION CONDOMINIUMS

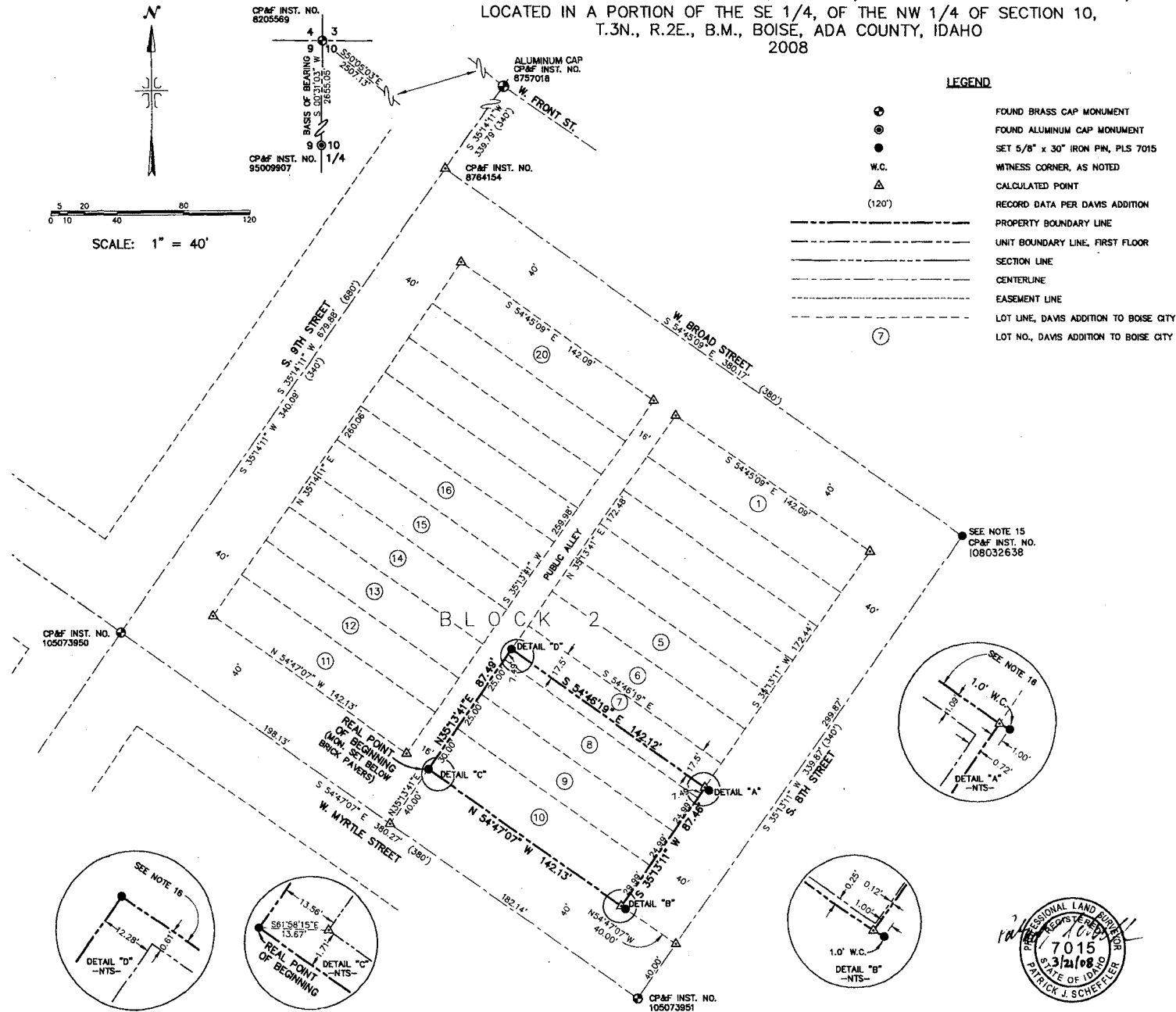
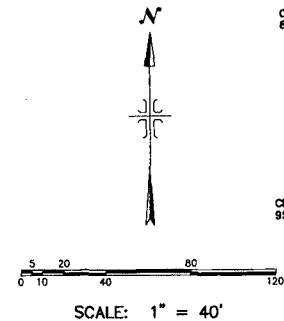
LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2008

LEGEND

- ⊙ FOUND BRASS CAP MONUMENT
- ⊙ FOUND ALUMINUM CAP MONUMENT
- SET 5/8" x 30" IRON PIN, PLS 7015
- W.C. WITNESS CORNER, AS NOTED
- △ CALCULATED POINT
- RECORD DATA PER DAVIS ADDITION
- PROPERTY BOUNDARY LINE
- UNIT BOUNDARY LINE, FIRST FLOOR
- SECTION LINE
- CENTERLINE
- EASEMENT LINE
- LOT LINE, DAVIS ADDITION TO BOISE CITY
- LOT NO., DAVIS ADDITION TO BOISE CITY

NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE UNITS ARE DEFINED IN AND THIS PLAT IS SUBJECT TO THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS, RECORDED AS INSTRUMENT NO. **108032638**, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
3. EACH OWNER SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER, UPON AND ACROSS THE COMMON AREA NECESSARY FOR ACCESS TO THEIR UNIT AND TO THE LIMITED COMMON AREA DESIGNATED FOR USE IN CONNECTION WITH THEIR UNIT, AND SHALL HAVE THE RIGHT TO THE HORIZONTAL AND LATERAL SUPPORT OF THEIR UNIT, AND SUCH RIGHTS SHALL BE APPURTENANT TO AND PASS WITH TITLE TO EACH UNIT.
4. BUILDING AND OCCUPANCY IN THIS CONDOMINIUM PROJECT SHALL CONFORM TO THE STANDARDS ESTABLISHED BY THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
5. MAINTENANCE OF ALL GENERAL COMMON AREAS SHALL BE THE RESPONSIBILITY OF THE HISTORIC COMPLICATION CONDOMINIUM ASSOCIATION, INC.
6. FOR INFORMATION CONCERNING THE USES AND RESPONSIBILITIES OF ALL UNITS AND COMMON AREAS, SEE THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
7. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
8. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY DRUGS-00324.
9. CONDOMINIUM UNITS MAY BE FURTHER DIVIDED OR ADJUSTED AS OUTLINED IN THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
10. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT COMPLYING WITH PROVISIONS OF IDAHO CODE TITLE 55 - CHAPTER 15.
11. ANY AMENDMENT OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE AMENDMENT.
12. THE LAND WITHIN THIS PLAT IS NOT WITHIN AN IRRIGATION DISTRICT AS DEFINED IN IDAHO CODE 31-3805, AND THE REQUIREMENTS IN I.C. 31-3805 ARE NOT APPLICABLE.
13. ALL ANGLES IN EACH UNIT ARE 45° OR 90° UNLESS OTHERWISE SHOWN AND DISTANCES SHOWN WITHIN EACH UNIT BOUNDARY ENCOMPASS INSIDE OF INTERIOR WALL OR IMPROVEMENT. ALL DIMENSION LINES ARE TO INSIDE SURFACE OF INTERIOR WALL OF UNIT. EXISTING UNITS P-1 THROUGH P-4, UNITS P-1 THROUGH P-4 ARE NOT ENCOMPASSED BY WALLS AND DISTANCES ARE REFERENCED TO LIMITS OF AIR SPACE ONLY.
14. PARKING RESTRICTIONS IN BOISE CITY ARE ESTABLISHED TO SATISFY SECTION 503.4 OF THE INTERNATIONAL FIRE CODE, 2000 ED., ADOPTED UNDER TITLE 7 OF THE BOISE CITY CODE. FOR STREETS HAVING A WIDTH LESS THAN 36 FEET BACK OF CURB TO BACK OF CURB, PARKING SHALL BE RESTRICTED ON (1) ONE SIDE; FOR STREETS HAVING A WIDTH LESS THAN 29 FEET BACK OF CURB TO BACK OF CURB, PARKING SHALL BE RESTRICTED ON BOTH SIDES; AND FOR STANDARD ACHD CUL-DE-SACS, PARKING SHALL BE RESTRICTED ON BOTH SIDES.
15. MONUMENT DESTROYED BY ROAD CONSTRUCTION. RE-ESTABLISHED CENTERLINE INTERSECTION POINT FROM SURVEY DATA SHOWN ON RECORD OF SURVEY NO. 8637.
16. THIS PROJECT IS SUBJECT TO A PARTY WALL AGREEMENT RECORDED AS INSTRUMENT NO. 106098716, OFFICIAL RECORDS OF ADA COUNTY, IDAHO. THIS AGREEMENT AFFECTS THE COMMON WALL ALONG THE NORTHEAST PROPERTY LINE OF THIS PLAT.
17. THE SOUTH TWENTY (20) FEET OF LOT 9 AND ALL OF LOT 10 IN BLOCK 2 OF DAVIS ADDITION TO BOISE CITY ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 1 OF PLATS AT PAGE 7, OFFICIAL RECORDS OF ADA COUNTY, IDAHO IS SUBJECT TO USE RESTRICTIONS AS DESCRIBED IN EXHIBIT C OF INSTRUMENT NO. 104078947, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.



DEVELOPER:
LOFT LIVING CONDOMINIUMS, LLC
BOISE, IDAHO

IDAHO
SURVEY
GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 150
MERIDIAN, IDAHO 83642
PH. (208) 848-9570
FAX (208) 848-5399



108077277

FIRST AMENDMENT TO CONDOMINIUM DECLARATION

FOR

HISTORIC COMPLICATION CONDOMINIUMS

Loft Living Condominiums, LLC, an Idaho limited liability company, being the Declarant and Owner of, and otherwise entitled to amend the Condominium Declaration Historic Complication Condominiums, recorded as Instrument No.108038766, records of Ada County, Idaho, on April 4, 2008 (the "Declaration"), which Declaration encumbers certain real property referred to in the Declaration and herein as said "Property," more particularly described as follows:

Being Lots 8-10 and a portion of Lot 7 of Block 2, Davis Addition to Boise City as filed in Plat Book 1 at Page 7, records of Ada County, Idaho, located in the Southeast ¼ of the Northwest ¼ of Section 10, Township 3 North, Range 2 East, B.M., City of Boise, Ada County, Idaho; and being more particularly described as follows:

Commencing at a brass cap monument marking the Northwest corner of said Section 10 from which an aluminum cap monument marking the West 1/4 of said Section 10 bears South 00°31'03" West, 2655.05 feet; Thence South 50°05'03" East, 2507.13 feet to a brass cap monument marking the intersection of West Front Street and South 9th Street; Thence along the centerline of said South 9th Street South 35°14'11" West, 679.88 feet to a brass cap monument marking the intersection with West Myrtle Street; Thence along the centerline of said West Myrtle Street South 54°47'07" East, 198.13 feet; Thence leaving said centerline North 35°13'41" East, 40.00 feet to the most westerly corner of said Lot 10, said point being the **REAL POINT OF BEGINNING**. Thence along the northwesterly boundary lines of said Lots 7-10 North 35°13'41" East, 87.49 feet to a point that bears South 35°13'41" West, 17.50 feet from the northeast corner of said Lot 7; Thence along a line 17.50 feet southwest of and parallel with the northeasterly boundary line of said Lot 7 South 54°46'19" East, 142.12 feet to a point on the southeasterly boundary line of said Lot 7; Thence along said southeasterly boundary line and continuing along the southeasterly boundary lines of said lots 8-10 South 35°13'11" West, 87.46 feet; Thence along the southwesterly boundary line of said Lot 10 North 54°47'07" West, 142.13 feet to the Real Point of Beginning.

NOW, THEREFORE, Declarant hereby substitutes the following sections of the Declaration identified below:

Section 2.13: Unit. "Unit" means the separate interest in a Condominium, as bounded by the interior surfaces of the perimeter and demising walls, structural floors, ceilings, windows and doors thereof, together with all fixtures and improvements therein contained. The units shall have the uses notwithstanding such markings; the following are not part of a Unit: bearing walls, columns, and foundations, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. The physical boundaries of a unit are as depicted on the plat. In determining the physical boundaries of a unit, the existing physical boundaries as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed or depicted in this declaration or the plat, regardless of settling or lateral movement of the building, and regardless of minor variance between boundaries shown in this declaration of the plat, and the actual boundaries of the units in the building. There are forty-three (43) units comprising the project, consisting of:

1. One (1) Basement Storage Unit plus eighteen (18) Storage Units located in the basement level of the project legally described and depicted on the Plat as:
 - a. Unit B-1
 - b. S-1 through S-18
2. Four (4) Commercial Units located on the Ground Level legally described and depicted on the Plat as:
 - a. Unit C-101
 - b. Unit C-102
 - c. Unit R-103
 - d. Unit R-104
3. Sixteen (16) Residential Units located on the Second and Third Floors of the Project legally described and depicted on the Plat as:

| | | |
|---------------|---------------|---------------|
| a. Unit R-201 | g. Unit R-207 | m. Unit R-305 |
| b. Unit R-202 | h. Unit R-208 | n. Unit R-306 |
| c. Unit R-203 | i. Unit R-301 | o. Unit R-307 |
| d. Unit R-204 | j. Unit R-302 | p. Unit R-308 |
| e. Unit R-205 | k. Unit R-303 | |
| f. Unit R-206 | l. Unit R-304 | |

Section 9.2: Purposes and Amount of Total Annual Assessments. The total annual assessments against all Condominiums shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Units in the Project and 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 other common services to each Unit. The costs limited to commercial uses shall be assessed to the C-units. The costs limited to Residential Units shall be assessed to the R-Units. Costs that apply to all Units shall be assessed to all Units. The percentages for allocating costs to different types of Units is as shown in the following table. Basement Units are factored at 20% of the estimated actual square footage. Residential and Commercial Units are assessed based upon their appropriate square footage. Because of their relatively large size, value and cost of maintenance, the deck area for units R-301, R-302, and R-308 designated as Limited Common Area have been included for the purposes of this assessment calculation. Therefore, the square footage of these units as described in this Section 9.2 should not be considered as the size of those Units for valuation or tax purposes. The basement space designated as General Common Area is exempt and shall be owned by the Association for storage, mechanical, and service functions. Pertaining to the initial monthly assessment for each Unit and the percentage (%) of assessments for each unit upon commencement and for so long as Units R-103 and R-104 are used for commercial purposes, is as follows:

| Basement Storage Unit | S.F. | Factor | Adj. SF | % B Units | % All Units | Initial Amt Per \$1,000 |
|--------------------------|-------|--------|---------|--------------|----------------|----------------------------|
| B-1 | 1,363 | 20% | 272.6 | 62.753% | 1.021% | \$ 10.21 |
| S-1 | 44 | 20% | 8.8 | 2.026% | 0.033% | \$ 0.33 |
| S-2 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-3 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-4 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-5 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-6 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-7 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-8 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-9 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-10 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-11 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-12 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-13 | 54 | 20% | 10.8 | 2.486% | 0.040% | \$ 0.40 |
| S-14 | 46 | 20% | 9.2 | 2.118% | 0.034% | \$ 0.34 |
| S-15 | 46 | 20% | 9.2 | 2.118% | 0.034% | \$ 0.34 |
| S-16 | 46 | 20% | 9.2 | 2.118% | 0.034% | \$ 0.34 |
| S-17 | 46 | 20% | 9.2 | 2.118% | 0.034% | \$ 0.34 |
| S-18 | 46 | 20% | 9.2 | 2.118% | 0.034% | \$ 0.34 |
| | 2,172 | | 434 | 100.000% | \$1.627 | \$ 16.27 |

| Commercial Units | S.F. | % C Units | % All Units | Initial Amt per \$1,000 |
|-------------------------|--------------|----------------------|------------------------|------------------------------------|
| C-101 | 4,615 | 56.584% | 17.287% | \$ 172.87 |
| C-102 | 1,584 | 19.421% | 5.933% | \$ 59.33 |
| R-103 | 986 | 12.089% | 3.693% | \$ 36.93 |
| R-104 | 971 | 11.905% | 3.6377% | \$ 36.38 |
| Subtotal | 8,156 | 100.00% | 30.55% | \$305.51 |

| Residential Units | S.F. | % R Units | % All Units | Initial Amt per \$1,000 |
|---------------------------------|---------------|----------------------|------------------------|------------------------------------|
| R-201 | 1,051 | 5.805% | 3.937% | \$39.37 |
| R-202 | 1,143 | 6.313% | 4.281% | \$42.81 |
| R-203 | 962 | 5.313% | 3.603% | \$36.03 |
| R-204 | 861 | 4.755% | 3.225% | \$32.25 |
| R-205 N. 10th Street, 2nd Floor | 875 | 4.833% | 3.278% | \$32.78 |
| R-206 | 1,358 | 7.500% | 5.087% | \$50.87 |
| R-207 | 1,000 | 5.523% | 3.746% | \$37.46 |
| R-208 | 1,803 | 9.958% | 6.754% | \$67.54 |
| R-301* | 1,033 | 5.705% | 3.869% | \$38.69 |
| R-302* | 1,141 | 6.302% | 4.274% | \$42.74 |
| R-303 | 963 | 5.319% | 3.607% | \$36.07 |
| R-304 | 855 | 4.722% | 3.203% | \$32.03 |
| R-305 | 879 | 4.855% | 3.293% | \$32.93 |
| R-306 | 1,357 | 7.495% | 5.083% | \$50.83 |
| R-307 | 1,000 | 5.523% | 3.746% | \$37.46 |
| R-308* | 1,825 | 10.080% | 6.836% | \$68.36 |
| Subtotal | 18,106 | 100.00% | 67.82% | \$678.22 |

Weighted Totals 26,262 100.00% 100.000% \$1,000.00

*Units R-301, R-302 and R-308 include patio areas in S.F. calculations

From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds of each class of members who are voting in person or by proxy, or at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. Assessments and estimates thereof may include, among other things, expenses of management, taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance and bonds which the Association is required or permitted to maintain pursuant hereto; electrical charges for lighting the Common Area; garbage collection fees; repairs and maintenance of exterior walls and door exteriors (but excluding window or door glass which shall be the responsibility of the Unit Owner); 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 fund; 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.

Section 9.6: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a 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 Project or any part thereof, 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 proportion to the interest in the Common Area owned by each. 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. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. No special assessment may be levied for the initial construction and completion of any unit or any common area.

Section 10.6: Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part hereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for any such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be a 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 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 caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything 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 the Project. Any business which derives more than five percent (5%) of its revenue from selling or dispensing food or drink to the public is prohibited in this Project, however, this provision shall not prohibit the owners or occupants of Unit C-101, C-102, R-103 or R-104, from hosting periodic customer-focused promotional events where food and drink are provided, but not to exceed 15 such events in each calendar year.

Except as specifically modified by this First Amendment to Condominium Declaration of Historic Complication Condominiums, all provisions of the Declaration shall remain in full force and effect, and are hereby ratified and affirmed by Declarant.

The Effective Date of this Amendment shall be upon its recording with the Ada
County Recorder's Office.

LOFT LIVING CONDOMINIUMS, LLC,
an Idaho limited liability company

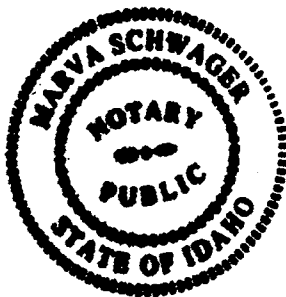
Gary F. Christensen
By: Gary F. Christensen
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of July, 2008, before me, the undersigned, a Notary
Public in and for said county and state, personally appeared Gary F. Christensen, known
to me to be the person whose name is subscribed to the within and foregoing instrument
as the Manager of LOFT LIVING CONDOMINIUMS, LLC, an Idaho limited liability
company, and acknowledged to me that he executed the same for and on behalf of said
company.

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

Marva Schwager
Name: _____
Notary Public for Idaho
Residing at BOISE, IDAHO
My commission expires: JUNE 19, 2009



CONSENT

Bank of the Cascades, f/k/a Farmers & Merchants State Bank, the beneficiary under that certain Deed of Trust dated June 28, 2006, and recorded as Instrument No. 106170509 on October 27, 2006, records of Ada County, Idaho, encumbering the property described in Section 1.1 herein, hereby consent to the recording of this Condominium Declaration and Condominium Plat for Historic Complication Condominiums.

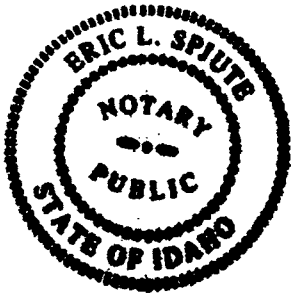
BANK OF THE CASCADES,
f/k/a Farmers & Merchants State Bank

By: Joyce M Goodman
Its: Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of July, 2008, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Joyce M Goodman, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Vice President of Bank of the Cascades, f/k/a Farmers & Merchants State Bank, and acknowledged to me that he/she executed the same for and on behalf of said company.

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



Eric L. Spjut
Name: Eric L. Spjut
Notary Public for Idaho
Residing at Boise
My commission expires 08-02-2012

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/07/08 09:04 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Whittier Condos

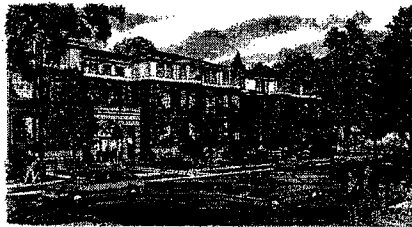
AMOUNT 9.00

3



**AMENDMENT TO
FIRST AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR THE
WHITTIER CONDOMINIUMS**

**(The Whittier Condominiums are commonly referred to and known as
"Hyde Park Place")**



This amendment is being recorded to amend and correct Exhibit C of the First Amended and Restated Condominium Declaration for the Whittier Condominiums originally recorded in Ada County, Boise, Idaho on May 5, 2004 as instrument # 104065525.

Amended & Restated Exhibit C
Hyde Park Place
Proportionate Interest In Common Area & Voting Allocations

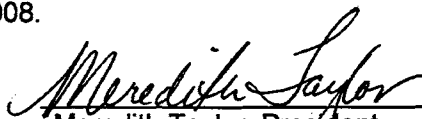
| Unit # | Square Footage | Percentage of Total Ownership in Common Area | Voting Allocations |
|--------------|----------------|--|--------------------|
| 101 | 1171 | 2.73% | 2.73 |
| 102 | 968 | 2.25% | 2.25 |
| 103 | 968 | 2.25% | 2.25 |
| 104 | 956 | 2.23% | 2.23 |
| 105 | 956 | 2.23% | 2.23 |
| 106 | 968 | 2.25% | 2.25 |
| 107 | 968 | 2.25% | 2.25 |
| 108 | 1309 | 3.05% | 3.05 |
| 109 | 912 | 2.12% | 2.12 |
| 110 | 628 | 1.46% | 1.46 |
| 111 | 970 | 2.26% | 2.26 |
| 112 | 903 | 2.10% | 2.10 |
| 113 | 668 | 1.55% | 1.55 |
| 114 | 903 | 2.10% | 2.10 |
| 115 | 970 | 2.26% | 2.26 |
| 116 | 628 | 1.46% | 1.46 |
| 117 | 998 | 2.32% | 2.32 |
| 201 | 1993 | 4.64% | 4.64 |
| 202 | 1321 | 3.07% | 3.07 |
| 203 | 1363 | 3.17% | 3.17 |
| 204 | 1530 | 3.56% | 3.56 |
| 205 | 1450 | 3.37% | 3.37 |
| 206 | 1437 | 3.34% | 3.34 |
| 207 | 1363 | 3.17% | 3.17 |
| 208 | 1321 | 3.07% | 3.07 |
| 209 | 1978 | 4.60% | 4.60 |
| 210 | 1114 | 2.59% | 2.59 |
| 211 | 1074 | 2.50% | 2.50 |
| 212 | 1012 | 2.36% | 2.36 |
| 213 | 1011 | 2.35% | 2.35 |
| 214 | 992 | 2.31% | 2.31 |
| 215 | 1012 | 2.36% | 2.36 |
| 216 | 1056 | 2.46% | 2.46 |
| 217 | 1011 | 2.35% | 2.35 |
| 218 | 992 | 2.31% | 2.31 |
| 219 | 1011 | 2.35% | 2.35 |
| 220 | 1011 | 2.35% | 2.35 |
| 221 | 1001 | 2.33% | 2.33 |
| 222 | 1068 | 2.49% | 2.49 |
| Total | 42965 | 100.00% | 100.00 |

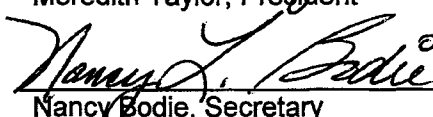
CERTIFICATE OF PRESIDENT & SECRETARY

We, the undersigned, do hereby certify that:

1. We are the duly elected and acting President and Secretary of the Hyde Park Place Owners' Association, Inc., an Idaho nonprofit corporation; and
2. The foregoing Amendment, comprising 3 pages including this page, constitute the Amendment to the First Amended and Restated Condominium Declaration for the Whittier Condominiums, and was duly adopted by the Association pursuant to Article 16.1.2 of the First Amended and Restated Condominium Declaration for Whittier Condominiums.

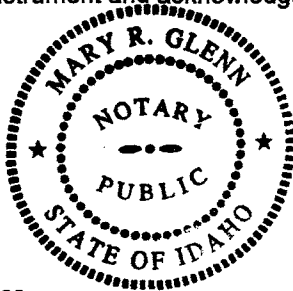
IN WITNESS WHEREOF, we have here unto subscribed our hands and attest the act of the Corporation effective the 1st day of August, 2008.



Meredith Taylor, President


Nancy Bodie, Secretary

State of Idaho)
) ss.
County of Ada)

On the 24 day of June, in the year of 2008, before me, a Notary Public in and for said State, personally appeared **Meredith Taylor**, known or identified to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.





Notary Public for Idaho
Residing at Boise, Idaho
My Commission expires 12-1-2012

State of Idaho)
) ss.
County of Ada)

On the 3 day of July, in the year of 2008, before me, a Notary Public in and for said State, personally appeared **Nancy Bodie**, known or identified to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.

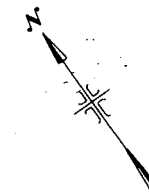



Notary Public for Idaho
Residing at Boise ID
My Commission expires 12/1/12

PLAT SHOWING





HISTORIC COMPLICATION CONDOMINIUMS

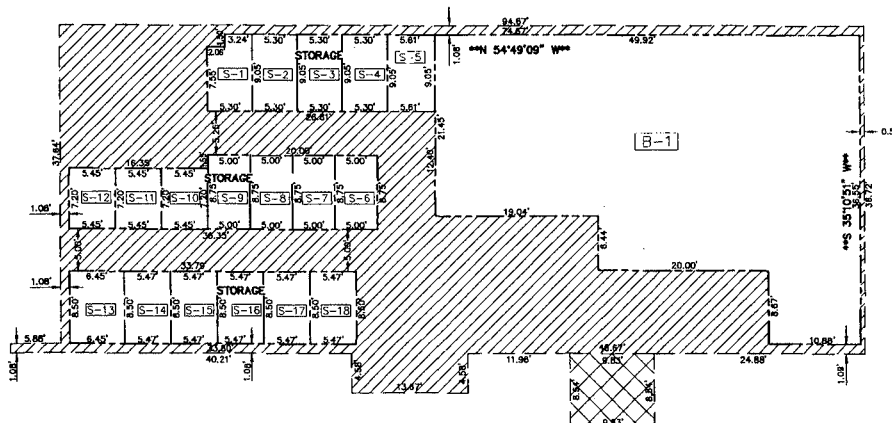
LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2008



SCALE: 1" = 10'

LEGEND

- N 55°15'02" W -- INTERIOR WALL REFERENCE BEARING
- UNIT BOUNDARY (INTERIOR WALL)
- - - - - EXISTING BUILDING ENVELOPE/REFERENCE LINE
-  GENERAL COMMON AREA
-  COMMON AREA RESIDENTIAL USE ONLY
-  BASEMENT STORAGE UNIT DESIGNATION
-  STORAGE UNIT DESIGNATION



BASEMENT LEVEL



DEVELOPER:
LOFT LIVING CONDOMINIUMS, LLC
BOISE, IDAHO

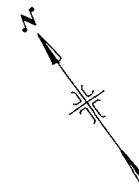
IDAHO
SURVEY
GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 150
MERIDIAN, IDAHO 83642
PH: (208) 846-8570
FAX: (208) 884-5399

BK 100 Pg 13093

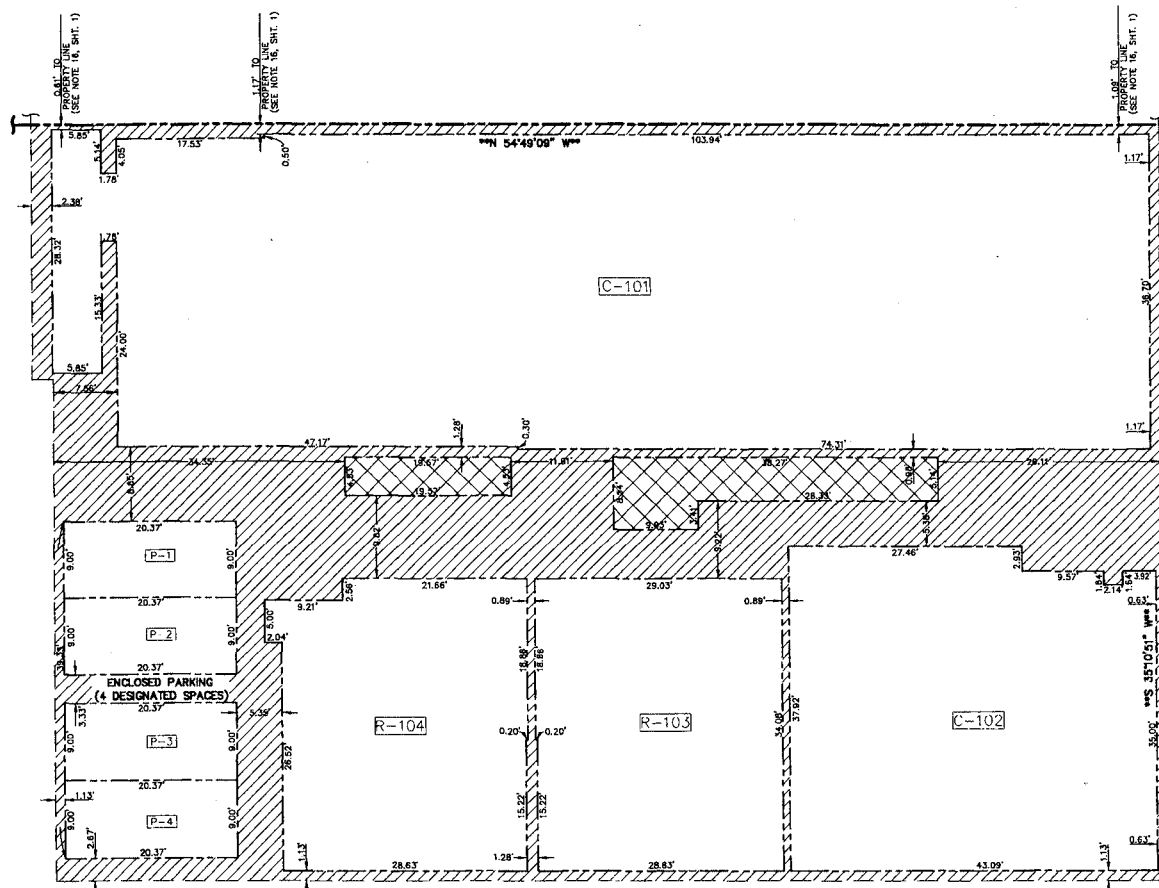
PLAT SHOWING **HISTORIC COMPLICATION CONDOMINIUMS**

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



0 5 10 20 30

SCALE: 1" = 10'



LEGEND

== N 55°15'02" W ==

INTERIOR WALL REFERENCE BEARING

UNIT BOUNDARY (INTERIOR WALL)

EXISTING BUILDING ENVELOPE/REFERENCE LINE



GENERAL COMMON AREA



COMMON AREA RESIDENTIAL USE ONLY

C-101

COMMERCIAL UNIT DESIGNATION

R-103

RESIDENTIAL UNIT DESIGNATION

P-1

VEHICLE PARKING UNIT DESIGNATION



DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

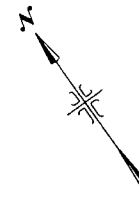
IDAHO
 SURVEY
 GROUP, P.C.

1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83842
 PH. (208) 946-8570
 FAX (208) 984-5399

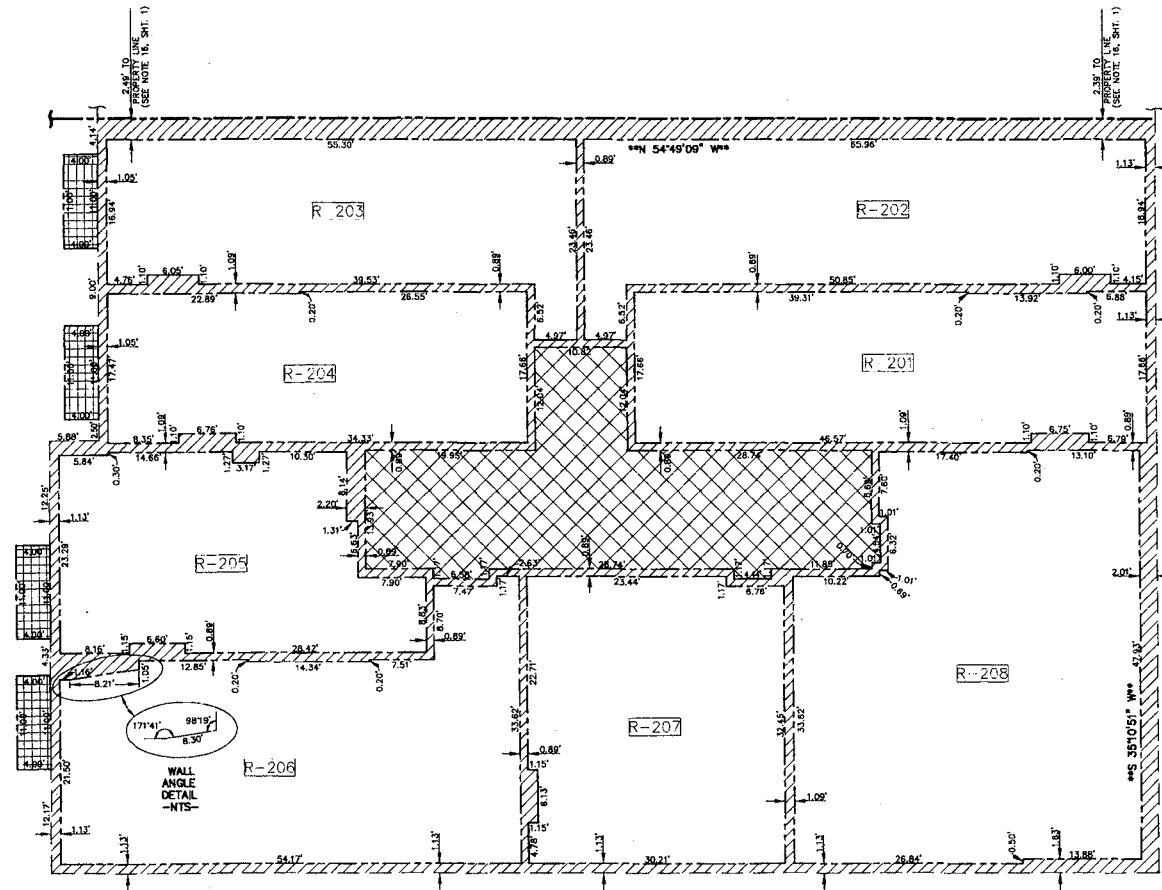
JOB NO. 06-315
 SHEET 3 OF 8

GROUND LEVEL

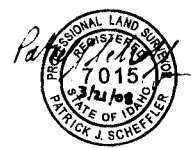
PLAT SHOWING
HISTORIC COMPLICATION CONDOMINIUMS
 LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



SCALE: 1" = 10'



- LEGEND**
- ** N 55°15'02" W ** --- INTERIOR WALL REFERENCE BEARING
 - UNIT BOUNDARY (INTERIOR WALL)
 - EXISTING BUILDING ENVELOPE/REFERENCE LINE
 - [Hatched Box] GENERAL COMMON AREA
 - [Cross-hatched Box] COMMON AREA RESIDENTIAL USE ONLY
 - [Grid Box] LIMITED COMMON AREA
 - [Box with R-103] RESIDENTIAL UNIT DESIGNATION



SECOND FLOOR

DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

IDAHO
 SURVEY
 GROUP, P.C.

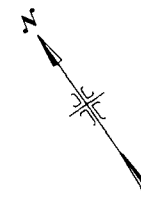
1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83842
 PH. (208) 848-8570
 FAX (208) 848-5399

JOB NO. 06-315
 SHEET 4 OF 8

Bk 100 Pg 130 95

HISTORIC COMPLICATION CONDOMINIUMS

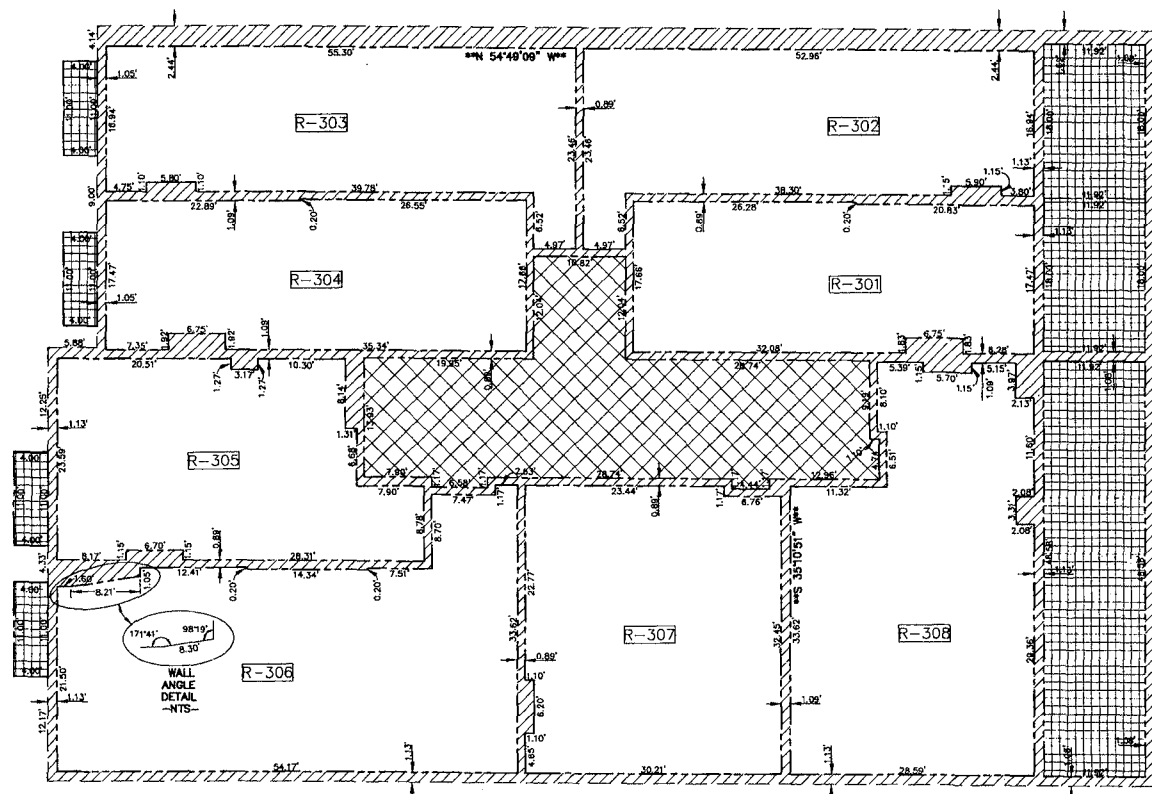
PLAT SHOWING
 LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



SCALE: 1" = 10'

LEGEND

- ** N 55°15'02" W ** INTERIOR WALL REFERENCE BEARING
- UNIT BOUNDARY (INTERIOR WALL)
- EXISTING BUILDING ENVELOPE/REFERENCE LINE
- GENERAL COMMON AREA
- COMMON AREA RESIDENTIAL USE ONLY
- LIMITED COMMON AREA
- RESIDENTIAL UNIT DESIGNATION



THIRD FLOOR

DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

IDAHO
 SURVEY
 GROUP, P.C.

1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83642
 PH: (208) 846-8570
 FAX: (208) 844-5399

JOB NO. 06-315
 SHEET 5 OF 8

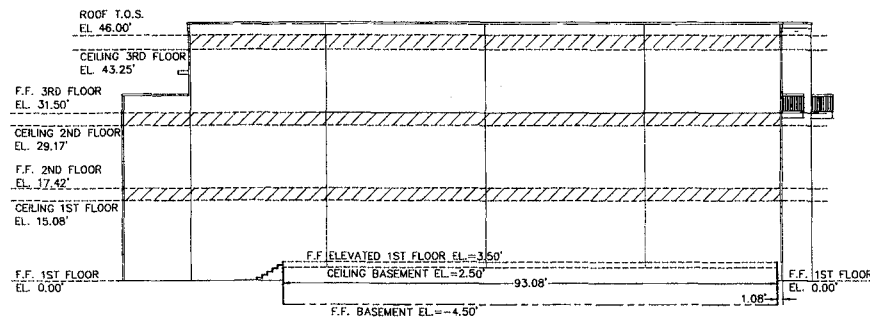
PLAT SHOWING HISTORIC COMPLICATION CONDOMINIUMS

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2008

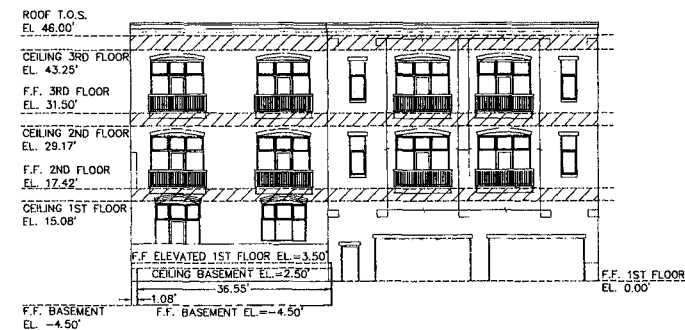


SCALE: 1" = 16'

NORTHEAST ELEVATION



ALLEY ELEVATION



W. MYRTLE ST. ELEVATION



N. 8th ST. ELEVATION

LEGEND



ROOF T.O.S.
F.F.

GENERAL COMMON AREA

TOP OF STRUCTURAL ROOF
FINISH FLOOR



JOB NO. 06-315
SHEET 6 OF 8

DEVELOPER:
LOFT LIVING CONDOMINIUMS, LLC
BOISE, IDAHO

IDAHO
SURVEY
GROUP, P.C.

1450 E. WATERTOWER ST.
SUITE 150
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 846-5399

HISTORIC COMPLICATION CONDOMINIUMS

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT LOFT LIVING CONDOMINIUMS, LLC, AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

BEING LOTS 8-10 AND A PORTION OF LOT 7 OF BLOCK 2, DAVIS ADDITION TO BOISE CITY AS FILED IN PLAT BOOK 1 AT PAGE 7, RECORDS OF ADA COUNTY, IDAHO, LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST, B.M., CITY OF BOISE, ADA COUNTY, IDAHO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 10 FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE WEST 1/4 OF SAID SECTION 10 BEARS SOUTH 00°31'03" WEST, 2655.05 FEET; THENCE SOUTH 50°05'03" EAST, 2507.13 FEET TO A BRASS CAP MONUMENT MARKING THE INTERSECTION OF WEST FRONT STREET AND SOUTH 9TH STREET; THENCE ALONG THE CENTERLINE OF SAID SOUTH 9TH STREET SOUTH 35°14'11" WEST, 679.88 FEET TO A BRASS CAP MONUMENT MARKING THE INTERSECTION WITH WEST MYRTLE STREET; THENCE ALONG THE CENTERLINE OF SAID WEST MYRTLE STREET SOUTH 54°47'07" EAST, 198.13 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°13'41" EAST, 40.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 10, SAID POINT BEING THE REAL POINT OF BEGINNING. THENCE ALONG THE NORTHWESTERLY BOUNDARY LINES OF SAID LOTS 7-10 NORTH 35°13'41" EAST, 87.49 FEET TO A POINT THAT BEARS SOUTH 35°13'41" WEST, 17.50 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7; THENCE ALONG A LINE 17.50 FEET SOUTHWEST OF AND PARALLEL WITH THE NORTHEASTERLY BOUNDARY LINE OF SAID LOT 7 SOUTH 54°46'19" EAST, 142.12 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID LOT 7; THENCE ALONG SAID SOUTHEASTERLY BOUNDARY LINE AND CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY LINES OF SAID LOTS 8-10 SOUTH 35°13'11" WEST, 87.46 FEET; THENCE ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOT 10 NORTH 54°47'07" WEST, 142.13 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 12,432 SQUARE FEET, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO CREATE A CONDOMINIUM PROJECT INCLUDING THE ABOVE DESCRIBED REAL PROPERTY IN THIS PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THEY CONSENT TO THE RECORDATION OF DOCUMENTS PURSUANT TO TITLE 55, CHAPTER 15 OF THE IDAHO CODE AND THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334(2). THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL UNITS WITHIN THIS PLAT WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE THE UNITS IN THIS PROJECT.

OWNER:
LOFT LIVING CONDOMINIUMS, LLC
AN IDAHO LIMITED LIABILITY COMPANY

Gary F. Christensen

BY: GARY F. CHRISTENSEN, MANAGER
LOFT LIVING CONDOMINIUMS, LLC

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 30th DAY OF January, 2008, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY F. CHRISTENSEN, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF LOFT LIVING CONDOMINIUMS, LLC, THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED SUCH INSTRUMENT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

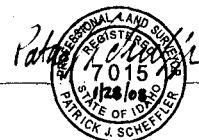
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

3/12/2008
MY COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

I, PATRICK J. SCHEFFLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE TITLE 55, CHAPTER 15 AND THE IDAHO CODE RELATING TO PLATS, SURVEYS AND CONDOMINIUM PROJECTS.



PATRICK J. SCHEFFLER, P.L.S.

IDAHO NO. 7015

HISTORIC COMPLICATION CONDOMINIUMS

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 5th DAY OF September, 2007.



Don V. Lane
CHAIRMAN ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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



Don V. Lane 8-27-07
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

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

Don D. Tenn 11/29/07
BOISE CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 14 DAY OF August, 2007, THIS CONDOMINIUM PLAT WAS DULY ACCEPTED AND APPROVED.

Janette P. Moseley 11-14-07
CITY CLERK, BOISE, IDAHO



CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE TITLE 55, CHAPTER 15 AND THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND CONDOMINIUM PROJECTS.

Jerry L. Hasting
COUNTY SURVEYOR
PLS 5-357 3-24-2008



CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

4/3/08
DATE



Reginald B. Ar Cecil-Ingman
COUNTY TREASURER

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Loft Living Condo AT 43 MINUTES PAST 8 O'CLOCK A.M., ON THIS 4th DAY OF April, 2008 IN BOOK 100 OF PLATS AT PAGES 13091 - 13098.

INSTRUMENT NO. 108038767

Rey
DEPUTY

Fee \$41.00

J. David Navarro
EX-OFFICIO RECORDER





108038766

CONDOMINIUM DECLARATION

FOR

HISTORIC COMPLICATION CONDOMINIUMS

ARTICLE I.

Recitals and Certain Definitions

Section 1.1: The Declarant; the Real Property. Loft Living Condominiums, LLC, an Idaho limited liability company, is the Owner of that certain real property located in Ada County, Idaho, and more particularly described as follows:

Being Lots 8-10 and a portion of Lot 7 of Block 2, Davis Addition to Boise City as filed in Plat Book 1 at Page 7, records of Ada County, Idaho, located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 3 North, Range 2 East, B.M., City of Boise, Ada County, Idaho; and being more particularly described as follows:

Commencing at a brass cap monument marking the Northwest corner of said Section 10 from which an aluminum cap monument marking the West $\frac{1}{4}$ of said Section 10 bears South $00^{\circ}31'03''$ West, 2655.05 feet; Thence South $50^{\circ}05'03''$ East, 2507.13 feet to a brass cap monument marking the intersection of West Front Street and South 9th Street; Thence along the centerline of said South 9th Street South $35^{\circ}14'11''$ West, 679.88 feet to a brass cap monument marking the intersection with West Myrtle Street; Thence along the centerline of said West Myrtle Street South $54^{\circ}47'07''$ East, 198.13 feet; Thence leaving said centerline North $35^{\circ}13'41''$ East, 40.00 feet to the most westerly corner of said Lot 10, said point being the **REAL POINT OF BEGINNING**. Thence along the northwesterly boundary lines of said Lots 7-10 North $35^{\circ}13'41''$ East, 87.49 feet to a point that bears South $35^{\circ}13'41''$ West, 17.50 feet from the northeast corner of said Lot 7; Thence along a line 17.50 feet southwest of and parallel with the northeasterly boundary line of said Lot 7 South $54^{\circ}46'19''$ East, 142.12 feet to a point on the southeasterly boundary line of said Lot 7; Thence along said southeasterly boundary line and continuing along the southeasterly boundary lines of said lots 8-10 South $35^{\circ}13'11''$ West, 87.46 feet; Thence along the southwesterly boundary line of said Lot 10 North $54^{\circ}47'07''$ West, 142.13 feet to the Real Point of Beginning.

Section 1.2: Intention of the Declarant. Declarant intends to provide for condominium ownership of the Real Property pursuant to the Condominium Property Act of the State of Idaho. Declarant also consents to the recordation of the documents pursuant to Chapter 15, Title 55, Idaho Code.

Section 1.3: The Project. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located on the Real Property.

Section 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 others, as tenants in common, of Common Area, as those terms are herein defined.

ARTICLE II

Additional Definitions

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1: Association. "Association" means Historic Complication Condominium Association, Inc., an Idaho non-profit corporation, its successors and assigns, organized as provided herein. A copy of the Articles of Incorporation for the Association is attached as Exhibit A.

Section 2.2: Building. "Building" means one of the buildings constructed on the Real Property pursuant to this Declaration.

Section 2.3: Common Area: "Common Area" means the General Common Area, the Limited Common Area, and the Common Area Residential Use Only, as defined in this Declaration and as depicted in the Plat.

Section 2.4: Condominium. "Condominium" means a separate interest in a Unit together with an undivided interest in common in the General Common Area and with respect to Residential Units, an undivided interest in Common Area Residential Use Only (expressed as a fraction of the entire Ownership interest in the General Common Area) as set forth in Section 4.1, together with the Limited Common Area assigned to an individual Unit or type of Unit, as set forth in this Declaration and as depicted on the Plat provided; however, that the loading area adjacent to and west of Unit C-101 is limited to the exclusive use of Unit C-101.

Section 2.5: Declarant. "Declarant" shall mean and refer to Loft Living Condominiums, LLC, an Idaho limited liability company, its successors and assigns, but excluding buyers of individual Units.

Section 2.6: General Common Area. "General Common Area" means all Common Area other than Common Area Residential Use Only, and is depicted on the Plat.

Section 2.7: Common Area Residential Use Only. The "Common Area Residential Use Only" is limited on the Plat by cross-hatching and consists of stairways, hallways and an elevator. Only Owners of Residential Units may have access to the Common Area Residential Use Only.

Section 2.8: Limited Common Area. The "Limited Common Area" is depicted on the Plat and consists of porches and patios for the exclusive use of each Residential Unit which they abut.

Section 2.9: Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.10: 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 as

"mortgage" is defined in Article II, Section 2.9 under which the interest of any Owner or successor to the interest of such Owner is encumbered.

Section 2.11: 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 or any proceeding in lieu of foreclosure.

Section 2.12: Plat. "Plat" means the plat for Historic Complication Condominiums, which is or shall be recorded in the Office of the County Recorder, showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within each Building, including horizontal locations and dimensions of all boundaries of each Unit, Unit number or symbol identifying the Units, together with such other information as may be included therein in the discretion of the Declarant recorded as Instrument No. _____, Book **100**, Pages **281** through **308**, official records of Ada County, Idaho. A copy of sheets 1 through 6 of 8 is attached hereto as Ex. B.

Section 2.13: Unit. "Unit" means the separate interest in a Condominium, as bounded by the interior surfaces of the perimeter and demising walls, structural floors, ceilings, windows and doors thereof, together with all fixtures and improvements therein contained. The units shall have the uses notwithstanding such markings; the following are not part of a Unit: bearing walls, columns, and foundations, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined. The physical boundaries of a unit are as depicted on the plat. In determining the physical boundaries of a unit, the existing physical boundaries as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries, rather than the metes and bounds expressed or depicted in this declaration or the plat, regardless of settling or lateral movement of the building, and regardless of minor variance between boundaries shown in this declaration of the plat, and the actual boundaries of the units in the building. There are forty-three (43) Units comprising the project, consisting of:

1. One (1) Basement Storage Unit plus eighteen (18) Storage Units located in the basement level of the project legally described and depicted on the Plat as:
 - a. Unit B-1
 - b. S-1 through S-18
2. Two (2) Commercial Units located on the Ground Level legally described and depicted on the Plat as:
 - a. Unit C-101
 - b. Unit C-102
3. Eighteen (18) Residential Units located on the Ground Level, Second and Third Floors of the Project legally described and depicted on the Plat as:
 - a. Unit R-103
 - b. Unit R-104
 - c. Unit R-201

- | | | |
|---------------|---------------|---------------|
| d. Unit R-202 | i. Unit R-207 | n. Unit R-304 |
| e. Unit R-203 | j. Unit R-208 | o. Unit R-305 |
| f. Unit R-204 | k. Unit R-301 | p. Unit R-306 |
| g. Unit R-205 | l. Unit R-302 | q. Unit R-307 |
| h. Unit R-206 | m. Unit R-303 | r. Unit R-308 |

4. Four (4) Vehicle Parking Units located on the First Floor legally described and depicted on the Plat as P-1 through P-4.

ARTICLE III

Statement of Intention and Purpose

Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, 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 the 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.

ARTICLE IV

Nature and Incidents of Condominium Ownership

Section 4.1: Estates of an Owner; Basement Storage Unit B-1. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided percentage interest in common in the General Common Area, and with respect to the Residential Units, an undivided percentage interest in the Common Area Residential Use Only as shown in the Table in Section 9.2. The percentage of Ownership interest in the General Common Area, and for Common Area Residential Use Only, 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 as provided in the Table in Section 9.2 under the columns entitled "% All Units" and "% R Units" respectively. The Association shall own the areas depicted on the Plat as "Storage" and shall provide therein storage areas for owners of Units. The Association may make reasonable rules and regulations for access to and use of storage lockers and compartments in Storage Units S-1 thru S-18, but shall not be responsible for any damage to or theft of property. The Association may further define and describe the use of Unit B-1 in its Rules and Regulations.

Section 4.2: Right to Divide Units. Condominiums may be further created and divided by the Owners, subject to the following requirements and limitations:

1. All Units shall be created and constructed to allow all Units, wheresoever situated, to have legally compliant ingress and egress to and from the associated Common Area, including, without limitation, any stairs and elevator, as applicable.

2. A recordable copy of a project amendment ("Project Amendment") shall be prepared and submitted to the Ada County surveyor for review and approval. The Project Amendment shall be a graphic depiction of the Condominium Unit, as divided, including the Unit created and the remnant unit. The Project Amendment shall be prepared by an Idaho licensed professional land surveyor and shall include the following
 - a. The Unit number(s) for the Unit(s);
 - b. The exact dimensions and location of the original Unit being divided and the exact dimensions and locations of the divided Unit(s).
 - c. The percentage interest in the Common Area which is allocated to the divided Unit(s), which percentage shall be an allocation of the original percentage interest allocated to the Unit being divided and which new percentage interest shall be determinative of the ownership interest in the Common Area for purposes of tax assessments and liability under Section 55-1514 and 55-1515 of the Idaho Condominium Property Act, and for voting purposes. The allocation of percentage interests in the Common Area shall be based on the square footage within the new divided Units.
 - d. The appropriate signature of the Association evidencing the approval of the creation of any Common Area or Common Area resulting from such division.
 - e. The signature of the Owner of the Unit divided pursuant to this Section 4.2.
 - f. The approved Project Amendment shall be deemed effective upon recordation in the records of Ada County.
 - g. The Units created by such divisions shall contain not less than ten thousand (10,000) square feet of area unless such smaller Unit is approved by the Board.
 - h. The Owner causing the division shall pay for all reasonable costs associated with the division, including the Project Amendment.
 - i. Any Common Area or Common Area created by such division shall be subject to approval by the Board.
 - j. Any division of a Unit shall be in accordance with other applicable local, state and federal law requirements.

Section 4.3: Combination of Units. An Owner may physically combine the area or space of one (1) Unit with the area or space of one (1) or more adjoining Units. Such combination shall not prevent separate ownership of such combined Units in the future. The combination shall not prevent separate ownership of such combined Units in the future. The Association reserves the right to designate and convey to any Owner of such combined Units as additional Common Area any walls, floors or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of Units. Any

reduction in the Common Area resulting from combining Units must be approved in writing by the Association and reflected in the required Project Amendment.

Section 4.4: Title. Title to a Condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 4.5: Inseparability. 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 a Condominium shall own an undivided interest in the Common Area appurtenant to such Unit and 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 thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium; together with all appurtenant rights, created by law or by this Declaration. Membership in the Association shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment.

Section 4.6: Partition not Permitted. The Common Area shall be owned in common, in the percentages set forth in Section 4.1 herein, by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 4.7: Owner's Right to Common Area and Limited Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Area, exclusive of the Common Area Residential Use Only, which is limited to the use and enjoyment of Residential Owners only, and the exclusive use of the Limited Common Area abutting that particular Unit.

Section 4.8: Taxes and Assessments. Each Owner shall execute such instrument and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless, be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against his Condominium, or interest therein, or his interest in the Common Area, or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions and assessments levied against the Project or any part of the Common Area in proportion to his interest in the Common Area and applicable limited Common Area, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment, or may be paid on a monthly basis if prescribed by the Association. Each such unpaid tax or assessment shall bear interest at the rate of eighteen percent (18%) per annum 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. Owners of Commercial Units shall promptly pay all fees due the Downtown Business Association.

Section 4.9: Owner's Right with Respect to Interiors. Each Owner shall have the exclusive right to paint, repair, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, structural floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, provided that all signage, shades, blinds, drapes and all other window coverings, shall be, as originally provided by developer or approved in writing by the Board of Directors of the Association. Each owner

shall be responsible for assuring that all repairs or maintenance to his unit is fully compliant with applicable building codes.

Section 4.10: 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 include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.11: Easements of Access for Utility Installation, Repair, Maintenance and Emergencies. Some of the Common Area and utilities is or may be located within the Units or may be conveniently accessible only through the Units, or under or over Common Area. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as 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 installation, 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 installation, maintenance, repair, emergency repair or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by Assessment pursuant to Article IX below. There shall exist, whether or not shown on the plat or Condominium Map, an easement for the installation, repair and maintenance of all utilities installed, or to be installed for the benefit of Owners, in the Common Area, and over and under Units.

Section 4.12: Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit and utilities serving his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

Section 4.13: 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.

Section 4.14: 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.

Section 4.15: Architectural Control and Exterior Maintenance. No building, building addition, fence, wall or other structure shall be commenced, erected, altered or maintained upon

the Project, nor shall any exterior addition to or change or alteration thereto be made. This Article shall not affect or in anywise be applicable to the Declarant. In order to preserve a uniform and historic exterior appearance to the Buildings, the Association may require and provide for and specify the painting of the Building, Common Areas and prescribe the type and color of paint, and may prohibit, require or regulate any modification or decoration thereof undertaken or proposed by any Owners or cause the removal of any decoration installed in violations of these covenants or the Association's requirements. This power of the Association extends to exterior colors, interior common area colors and finishes, signage, windows, window coverings, screens, doors, awnings, railings, air conditioners, antennas, TV dishes, whether or not visible to the general public, and all of the Building. Common Areas Residential Use Only and Limited Common Areas may be regulated under provisions of this Declaration, but are for the sole and exclusive use of the Unit or Units for which they are reserved. Owners may not, however, modify, paint or otherwise decorate, or in any way alter Common Areas or Common Areas Residential Use Only without prior approval of the Association.

Section 4.16: 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 4.9, 4.10, 4.11, 4.12, and 4.13 above, even though no specific reference to such easements or to those sections appears in any such conveyance.

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 Plat with appropriate reference to the Plat and to this Declaration as each appears on the records of the County Recorder of Ada County, Idaho, in the following manner:

Condominium Unit _____, as shown on the plat for Historic Complication Condominiums appearing in the Records of Ada County, Idaho, as Instrument No. ~~108038767~~ ¹³⁰⁹⁸ and filed in Book ~~100~~ ¹³⁰⁹¹, Pages ~~13091~~ through _____ of Plats, and as defined and described in that Condominium Declaration for Historic Complication Condominiums, recorded in the records of Ada County, Idaho, as Instrument No. 108038767.

Such description will be construed to describe the Unit, and the number or symbol corresponding to the Unit to which it is assigned, provided for in the Plat, together with the appurtenant undivided interest in the General Common Area and the Common Area Residential Use Only, if a Residential Unit, and the Limited Common Area, if any, abutting that Unit, as depicted on the Plat, 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 of his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium or 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 materials or services. Such express consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereof. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his 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 his Condominium.

ARTICLE VII

The Association

Section 7.1: Membership. The Articles of Incorporation and the Bylaws of the Association are hereby made a part of this Declaration. Every Owner, including Declarant, shall be entitled and required to be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Condominium which is subject to assessment. 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 Condominium owned by him. No person or entity other than an Owner may be a member of the Association, and the Articles of Incorporation or Bylaws of the Association 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. In the event a Unit is owned by a corporation or partnership, said corporation or partnership shall state to the Association an agent or managing partner upon whom notices may be served pursuant to this Declaration.

Section 7.2: Voting Rights. The Association shall have two classes of voting membership:

Class "A". Class "A" members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Residential Condominium Unit owned; four votes for Commercial Unit C-101, one vote for Commercial Unit C-102 and one vote for the one Basement Storage (Unit B-1) Unit for a total of twenty-four (24) votes. When more than one person holds an interest in any Condominium, all such persons shall be members. The vote(s) for such Condominium shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Condominium, except for Unit C-101.

Class "B". The Class "B" member(s) shall be the Declarant and shall be entitled to three (3) times the number of votes that a Class "A" owner has for each respective Unit as described above and owned by Declarant. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or
2. On January 1, 2012.

Upon the Declarant selling all the Units, there shall be twenty-four (24) votes.

Section 7.3: Amplification. The provisions of this Article are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no present or future provision of such Article of Incorporation or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VIII

Certain Rights and Obligations of The Association

Section 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 Articles of Incorporation and Bylaws of the Association and the provisions of this Declaration.

Section 8.2: The Common Area. The Common Area consists of areas designated on the Historic Complication Condominiums Plat, together with all improvements constructed or to be constructed thereon. 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 a first-class, good, clean, attractive and sanitary condition, order and repair; however, only the Owners of Residential Condominium Units shall be responsible for keeping the Common Area Residential Use Only in a clean, sanitary and attractive condition. Each Unit shall maintain and repair the heating and cooling equipment, water heater and other utilities servicing their Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Buildings and improvements, but only those as originally constructed by Declarant, located on the Project, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs constituting part of the Condominiums, and all other improvements or materials located within or used in connection with the Common Area, in accordance with all manufacturer warranties. The Association shall maintain in a proper manner all drainage systems, sprinkler systems, pavement, sidewalks and other improvements located on the Common Area constituting part of the Common Area. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article IX.

The Association shall be granted a right of entry upon Unit premises and any common elements to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacements, or maintenance as necessary.

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. In the event any portion of the common elements encroaches upon any Unit or any Unit encroaches upon the Common elements of another Unit as a result of the construction or reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Notwithstanding the creation of Common Area Residential Use Only Section 8.3; (a) no Owner shall be entitled to construct any permanent improvements over or on any portion of Common Area Residential Use Only, or any portion of the Common Area without the prior written approval of the Association, it being the intent to maintain a harmonious, aesthetic and consistent appearance for the Project.

Section 8.3: 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 trash collection services and other common services to each Unit. There is one water meter for the Project and the Association shall apportion the costs among Units in a reasonable fashion, including separate sub-meters for commercial uses as necessary to fairly apportion costs. Gas shall be separately metered for each Commercial Unit and one meter for all Residential Units and the Association shall apportion those costs in a reasonable fashion.

Section 8.4: Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of 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 transferable 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 for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Condominium under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium.

Section 8.5: Rules and Regulations. The Association may make reasonable rules and regulations governing signage, window coverings, window treatments and 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. 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 or regulations that would be permitted to enforce this Declaration.

Section 8.6: Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege 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.

ARTICLE IX

Assessments

Section 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, hereby

covenants, and each Owner of any Condominium by the acceptance of a deed therefore, 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 the Association annual 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. Assessments shall commence for the month a Unit is sold to or occupied by an Owner other than Declarant.

Section 9.2: Purposes and Amount of Total Annual Assessments. The total annual assessments against all Condominiums shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Units in the Project and 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 other common services to each Unit. The costs limited to commercial uses shall be assessed to the C-units. The costs limited to Residential Units shall be assessed to the R-Units. Costs that apply to all Units shall be assessed to all Units. The percentages for allocating costs to different types of Units is as shown in the following table. Basement Units are factored at 20% of the estimated actual square footage. Residential and Commercial Units are assessed based upon their appropriate square footage. Because of their relatively large size, value and cost of maintenance, the deck area for units R-301, R-302, and R-308 designated as Limited Common Area have been included for the purposes of this assessment calculation. Therefore, the square footage of these units as described in this Section 9.2 should not be considered as the size of those Units for valuation or tax purposes. The basement space designated as General Common Area is exempt and shall be owned by the Association for storage, mechanical, and service functions. The initial monthly assessment for each Unit and the percentage (%) of assessments for each unit is as follows:

| Basement Storage Unit | S.F. | Factor | Adj. SF | % B Units | % All Units | Initial Amt per \$1,000 |
|--------------------------|-------|--------|---------|-----------|----------------|-------------------------|
| B-1 | 1,363 | 20% | 272.6 | 62.753% | 1.025% | \$ 10.25 |
| S-1 | 44 | 20% | 8.8 | 2.026% | 0.033% | \$ 0.33 |
| S-2 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-3 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-4 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-5 | 48 | 20% | 9.6 | 2.210% | 0.036% | \$ 0.36 |
| S-6 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-7 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-8 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-9 | 43 | 20% | 8.6 | 1.980% | 0.032% | \$ 0.32 |
| S-10 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-11 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-12 | 39 | 20% | 7.8 | 1.796% | 0.029% | \$ 0.29 |
| S-13 | 54 | 20% | 10.8 | 2.486% | 0.041% | \$ 0.41 |
| S-14 | 46 | 20% | 9.2 | 2.118% | 0.035% | \$ 0.35 |
| S-15 | 46 | 20% | 9.2 | 2.118% | 0.035% | \$ 0.35 |
| S-16 | 46 | 20% | 9.2 | 2.118% | 0.035% | \$ 0.35 |
| S-17 | 46 | 20% | 9.2 | 2.118% | 0.035% | \$ 0.35 |
| S-18 | 46 | 20% | 9.2 | 2.118% | 0.035% | \$ 0.35 |
| | 2,172 | | 434 | 100.000% | 1.633% | \$ 16.33 |

| Commercial Units | S.F. | % C Units | % All Units | Initial Amt per \$1,000 |
|-------------------------|-------------|------------------|--------------------|--------------------------------|
| C-101 | 4,615 | 74.447% | 17.345% | \$ 173.45 |
| C-102 | 1,584 | 25.553% | 5.953% | \$ 59.53 |
| Subtotal | 6,199 | 100.000% | 23.299% | \$ 232.99 |

| Residential Units | S.F. | % R Units | % All Units | Initial Amt per \$1,000 |
|---------------------------------|-------------|------------------|--------------------|--------------------------------|
| R-103 | 986 | 4.937% | 3.706% | \$37.06 |
| R-104 | 971 | 4.862% | 3.650% | \$36.50 |
| R-201 | 1,051 | 5.262% | 3.950% | \$39.50 |
| R-202 | 1,143 | 5.723% | 4.296% | \$42.96 |
| R-203 | 962 | 4.817% | 3.616% | \$36.16 |
| R-204 | 861 | 4.311% | 3.236% | \$32.36 |
| R-205 N. 10th Street, 2nd Floor | 875 | 4.381% | 3.289% | \$32.89 |
| R-206 | 1,358 | 6.799% | 5.104% | \$51.04 |
| R-207 | 1,000 | 5.007% | 3.759% | \$37.59 |
| R-208 | 1,803 | 9.027% | 6.777% | \$67.77 |
| R-301* | 1,033 | 5.172% | 3.883% | \$38.83 |
| R-302* | 1,141 | 5.713% | 4.289% | \$42.89 |
| R-303 | 963 | 4.822% | 3.619% | \$36.19 |
| R-304 | 855 | 4.281% | 3.214% | \$32.14 |
| R-305 | 879 | 4.401% | 3.304% | \$33.04 |
| R-306 | 1,357 | 6.794% | 5.100% | \$51.00 |
| R-307 | 1,000 | 5.007% | 3.759% | \$37.59 |
| R-308* | 1,825 | 9.137% | 6.859% | \$68.59 |
| Subtotal | 19,973 | 100.45% | 75.408% | \$754.08 |

Weighted Totals 26,606 100.000% \$1,000.00

*Units R-301, R-302 and R-308 include patio areas in S.F. calculations

From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds of each class of members who are voting in person or by proxy, or at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. Assessments and estimates thereof may include, among other things, expenses of management, taxes and special assessments, until the Condominiums are separately assessed as provided herein; premiums for all insurance and bonds which the Association is required or permitted to maintain pursuant hereto; electrical charges for lighting the Common Area; garbage collection fees; repairs and maintenance of exterior walls and door exteriors (but excluding window or door glass which shall be the responsibility of the Unit Owner); 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 fund; 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.

Section 9.3: Apportionment of Annual Assessments. Expenses attributable to the Common Area and to the Project as a whole shall be apportioned among all Owners in proportion to the interest in the Common Area owned by each.

Section 9.4: Working Capital Fund and Reserve Fund. A working capital and reserve fund will be established upon the initial conveyance of each Unit (other than a Basement Unit which shall not make a contribution) to an Owner other than Declarant in the following amounts:

| Unit Description | Amount |
|------------------|------------|
| Unit B-1 | \$0.00 |
| Unit C-101 | \$2,000.00 |
| Unit C-102 | \$800.00 |
| Unit R-103 | \$800.00 |
| Unit R-104 | \$800.00 |
| Unit R-201 | \$800.00 |
| Unit R-202 | \$800.00 |
| Unit R-203 | \$800.00 |
| Unit R-204 | \$800.00 |
| Unit R-205 | \$800.00 |
| Unit R-206 | \$800.00 |
| Unit R-207 | \$800.00 |
| Unit R-208 | \$800.00 |
| Unit R-301 | \$800.00 |
| Unit R-302 | \$800.00 |
| Unit R-303 | \$800.00 |
| Unit R-304 | \$800.00 |
| Unit R-305 | \$800.00 |
| Unit R-306 | \$800.00 |
| Unit R-307 | \$800.00 |
| Unit R-308 | \$800.00 |

Section 9.5: Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on an annual basis, but shall be paid monthly or at such other intervals as the Board of Directors may direct. The Association shall give written notice to each Owner as to the amount of the annual assessments with respect to his Condominium on or before January 1 for each year for the year commencing on such date. Such assessments shall be due and payable in equal monthly installments on the first day of each month. Each annual assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty (30) days after such notice shall have been given.

Section 9.6: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a 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 Project or any part thereof, 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 proportion to the interest in the Common Area owned by each. 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. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 9.7: Notice and Quorum for any Action Authorized Under Section 9.4 and 9.6.

Written notice of any meeting called for the purpose of taking any action authorized under Section 9.4 or 9.6 shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required meeting at the preceding meeting. No such subsequent meeting shall be held more than six (6) days following the preceding meeting.

Section 9.8: 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 or a notice of assessment as herein provided.

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 or its representative 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 assessment shall also provide an amount for attorney's fees and management fees for preparing and supervising the assessment and collection process. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an 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 filing the notice of assessment and all reasonable attorney 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 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 in the County of Ada, Idaho real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Any encumbrance 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

encumbrance 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.

Section 9.9: Personal Obligation of Owner. The amount of any annual 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 foreclosing or waiving 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 his Condominium. Each Owner shall be responsible for assuring that all of Owners guests, patrons, and tenants comply with this Declaration and the Association's Rules and Regulations.

Section 9.10: Statement of Account. Upon payment of a reasonable fee not to exceed \$25 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association, or its outside managing company shall issue a written statement signed by an officer of the Association setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current yearly 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 twenty (20) days, all unpaid assessments which become 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 twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium. A properly executed statement of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 9.11: Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 9.9, 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.

Section 9.12: Subordination of the Lien to Mortgagors. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to a foreclosure proceeding or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which may become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9.13: Failure to Pay Assessments; Default of Contract. Failure to pay any assessments shall also constitute grounds for default and forfeiture under the Real Estate Contract for the Unit Owner failing to make such payments.

Section 9.14: Rate of Assessment. Both annual and special assessments, except for any special assessment assessed by reason of any individual Unit Owner's failure to secure casualty insurance as provided in Section 11.1, shall be as set forth in Section 9.2 herein, fixed at a uniform rate for all Units.

ARTICLE X

Use of Condominiums and Restrictions

Section 10.1: Residential. Each Residential Condominium shall be used for residential purposes only and no trade or business of any kind may be carried on therein, except that Declarant may use a Residential Unit for sales and marketing efforts. Lease or rental of a Residential Condominium for residential purposes for a term of no less than one (1) month shall not be considered to be a violation of this covenant. Units R-103 and R-104 may be finished for either Residential or Commercial use. If finished and used for Residential use, then the requirements of this Declaration regarding Residential Units shall apply to either or both of those units so finished. If finished and used for Commercial use, then the requirements of this Declaration regarding Commercial use shall apply to either or both of those units so finished. The assessment allocations of Section 9.2 shall be adjusted to show the appropriate allocation of Commercial and Residential costs.

Section 10.2: Commercial. Each Commercial Unit located on the ground floor shall be used for commercial purposes only except that Declarant may use any Commercial Unit for sales and marketing purposes and all Commercial Units shall comply with all applicable local City ordinances pertaining to the operation of such business. Owners of Commercial Units may utilize that portion of the sidewalk immediately abutting their respective Units, provided such use complies with all requirements of the Ada County Highway District, City of Boise, and other applicable governmental regulations, and does not unreasonably interfere or impede with ingress or egress to other Units.

Section 10.3: Basement. The Basement Unit B-1 and the areas designated for Residential Storage shall be used only for the storage of material, equipment, and goods incidental to their respective use of either a Residential or Commercial Unit in the Project. The Basement Unit shall not be used at any time for habitation or the occupancy of any animal. No hazardous waste shall be stored or kept in the Basement Unit. The Basement B-1 may be purchased, transferred or conveyed at any time, only in connection with the transfer or conveyance of a Commercial or Residential Unit, and the Basement Unit B-1 may only be utilized or made available for the use by the Owner or occupant of a Commercial or Residential Unit.

Section 10.4: Parking Spaces. The four (4) designated vehicle parking units shall be initially conveyed by the Declarant to an owner of a Commercial or Residential Unit and may only be thereafter conveyed, transferred, assigned or used by an owner of a Residential or Commercial Unit.

Section 10.5: Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area, without the prior written consent of

the Association. Nothing shall be altered on, constructed on, or removed from the Common Area, except upon the prior written consent of the Association.

Section 10.6: Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part hereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for any such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be a 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 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 caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof, nor shall anything 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 the Project. Any business serving food and/or drink to the public is prohibited at all times.

Section 10.7: Animals. The Association may by rules or regulations prohibit or limit the raising, breeding or keeping of animals, livestock or poultry in any Unit or on the Common Area or any part thereof, provided that the Owner of each Residential Unit may keep one (1) Domesticated Animal weighing no more than forty (40) pounds. "Domesticated Animal" shall mean a dog, cat, or bird. Each Owner shall be responsible for the complete and timely disposal of all animal waste and shall not permit any animal to leave waste in the Common Area or the public space adjoining the Project.

Section 10.8: Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 10.9: Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, both interior and exterior, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition and good state of repair, and shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall keep the heating equipment, water heater and other mechanical equipment serving his Unit exclusively in a good state of maintenance and repair.

Section 10.10: Sand and Grease Traps: Any business serving food and/or drink to the public is prohibited in this development at all times. If a sand and grease trap is required by the city for any other purpose, then it shall be installed and maintained by the entity required to provide the same.

Section 10.11: Structural Alterations. No alterations to any Unit shall be made that would cause structural weakness or damage, and no architectural changes, plumbing, electrical or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area and exclusive easements appurtenant to such Owner's Unit.

Section 10.12: No Roof Access. Except as necessary for repair and maintenance by professionals, no Owner shall have access to the roof except for emergency.

Section 10.13: Delegation of Use. Any Owner of a Residential Unit may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside in the Project, and any Owner of a Commercial Unit may permit use and occupancy for his guests or customers, but no Commercial Unit may be used for over-night or residential occupancy.

ARTICLE XI

Limited Warranty and Disclosure

Section 11.1: Limited Warranty. The Owner of each Unit acknowledges that, except as provided herein below, he is buying his Unit in an "As Is" condition and understands that this Condominium Project is the rehabilitation and modification of a historic building originally built over 100 years ago, and also constitutes a mixed use building consisting of commercial and residential uses which have disparate needs and requirements. The Owner of each Residential Unit is hereby notified that downtown living results in the generation of substantial traffic and noise from vehicles traveling on nearby streets, and pedestrians walking on nearby and adjoining sidewalks, the Owners and patrons of the Commercial Units, and neighborhood restaurants which will create noise and odor associated with those uses, in the evening hours when residential users might normally enjoy a greater quiet and solitude in a suburban setting. In addition, although substantial modifications have been made to the Buildings, it is impossible to eliminate the transmission of all odors and noise through windows, floors and ceilings, and the exposure to such noises and odors must be accepted as a component of residential living in the Project.

Section 11.2: Professional Maintenance. The Declarant has prepared, and shall provide to each Owner of a Unit, an Operation and Maintenance Manual for the Buildings and its components. Each Owner and the Association is obligated to maintain the Project and the common area, and mechanical, utility and other services appurtenant to or providing service to, each respective Unit, in a first class condition and otherwise in accordance with the Operation and Maintenance Manual. Maintenance of all electrical, HVAC, mechanical and plumbing systems shall be performed by professionals.

Section 11.3: Professional Management. The Project shall at all times be managed by a third party professional management company which the Association shall employ and which third party professional management company shall be responsible for performing, supervising and auditing the maintenance of the Project and the Common Area, and enforcing rules and regulations, and otherwise carrying out such duties and tasks as the Board may direct it. The Association shall pay a reasonable fee for such third party professional management, and those fees shall constitute an authorized expense to be collected as a component of the assessments against each Unit.

Section 11.4: Limited One Year Warranty. The Declarant shall, and does by this Declaration, provide a limited warranty to the Owner of each Unit any material defect for a period of one (1) year commencing upon the recording of a Deed to that Unit, and shall, at no expense to that Owner, undertake the repair and replacement of any mechanical component or other repair necessitated to or for the benefit of the Unit, provided that such shall not extend to any misuse, abuse, or wrongful conduct by the Owner of the Unit or any other person or entity,

and shall not extend to any use or damage occasioned by any governmental action, war, act of terrorism, or *Force Majeure*.

Section 11.5: Notice of Claim and Opportunity to Cure. The Declarant's limited warranty and making any claim against the Declarant, whether or not subject to any limited warranty, is absolutely subject to the Unit Owner or the Association providing written notice of any defect or dissatisfaction with the Unit or Common Area to the Declarant detailing the defect and the basis for any dissatisfaction, and the Declarant shall have no less than thirty (30) days within which to cure such defect, and unless such defect takes longer than thirty (30) days to reasonably cure or fix, then Declarant shall have an additional reasonable period of time corresponding with the nature and scope of the defect. This provision is an absolute condition precedent to bringing any claim or suit against the Declarant or any other person. In addition, if all procedures specified in the Operations and Maintenance Manual have not been performed in a timely and consistent manner by either the Owner or the Association, then both the Owner and the Association shall have waived their right to bring claim or suit against Declarant or any other person.

Section 11.6: Third Party Disclosures. The Owner of each Unit, by the acceptance of a Deed, acknowledges his receipt of the following:

1. A report from the City of Boise indicating the requirements of the City Building Department and any approvals or conditional approvals, and any occupancy permits or conditional occupancy permits issued by the City of Boise prior to such conveyance.
2. A copy of the Boise City Planning and Development Services letter of conditional approval dated January 17, 2007.
3. Declarant recommends that the Owner of each Unit employ such engineers, lawyers, or other professionals to review this Declaration, related documents of the Project and its components prior to the purchase and closing of any Unit.

Section 11.7: Home Inspection. The Declarant shall require that each purchaser of a Residential Unit, upon initial purchase, employ a professional home inspector to inspect the Residential Unit and any Basement Unit purchased in connection with that Residential Unit. The Declarant shall deposit at closing \$500 to pay or help defray the cost of such inspection and the initial purchase of each Residential Unit is absolutely conditioned upon providing to Declarant, prior to closing, a copy of such home inspection.

ARTICLE XII

Insurance

Section 12.1: 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. 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.

1. **Casualty Insurance:** Each Unit shall at all times be insured for the full replacement value of the Units in the event of damage or destruction, including

fire and extended coverage, the cost of which shall be the sole expense and responsibility of the respective Unit Owners; provided, however, that because all Unit Owners share a common interest in repairing and/or reconstructing damaged or destroyed Units, the Association may, in the event of an individual Unit Owner's failure to secure such casualty insurance, purchase such insurance and charge the non-complying Unit Owner the costs thereof a special assessment chargeable only against that Unit Owner but which shall be subject to payment and shall create a lien as with any other assessment. If reasonably available, the Association may obtain such casualty insurance on the Units and the Project in such amounts as shall provide for full replacement of all improvements thereon in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multi-use buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance, if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice; but in all events no less than the lesser of \$5,000 per Unit or five percent (5%) of the Unit's replacement cost.

2. **Public Liability and Property Damage Insurance:** The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection for all Common Area or other property under the control or supervision of the Association, or its agents or employees. 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, and such insurance shall include an endorsement prohibiting the insurer from denying a Unit Owner's claim because of any negligent act of the Association or any other Unit Owner. Such policy shall also include a provision requiring at least ten days' written notice to the Association before any cancellation or substantial modification of the policy is effective.
3. **Workmen's Compensation and Employer's Liability Insurance:** The Association shall purchase workmen's 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 for any employees of the Association.
4. **Fidelity Insurance:** The Association shall purchase fidelity insurance or secure a fidelity bond providing coverage against dishonesty of any employee, destruction or disappearance of any money or securities, or forgery for anyone who either handles or is responsible for funds held or administered by the Association, whether or not such person receives compensation for their services. The Association shall be named as the obligee. In the event the Association hires a management agent to handle funds for the Association, such agent shall provide its fidelity bond or fidelity insurance, which must provide coverage for the benefit of the Association and name the Association as an additional obligee of said

management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any one time while the bond is in force, plus an amount at least equal to the sum of three months' assessments on all Units in the Project. Such fidelity bond or insurance shall include a provision requiring at least ten days' written notice to the Association before the bond or policy can be cancelled or substantially modified for any reason.

5. **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.

Section 12.2: Form. Casualty Insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagee 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 cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner 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 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 any 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 the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for the acts of the Association, its agents and employees, in connection with the Ownership, operation, maintenance or other use of the Project.

Section 12.3: Owner's Responsibility. Each owner shall be responsible for insurance coverage on the furnishings initially placed in the Unit by Declarant, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner.

Section 12.4: 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 apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that

the Project shall not be rebuilt, the proceeds shall be distributed to the Owners in an amount proportionate to their interest in the Project equivalent to the amount each Owner paid for the Unit. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 12.5: Owner's Own Insurance. Notwithstanding the provisions of Section 11.1 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as 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.

ARTICLE XIII

Casualty Damage or Destruction

Section 13.1: 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 his Condominium.

Section 13.2: 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 Project 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.

Section 13.3: 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 Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries as before. 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.

Section 13.4: Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 13.5: 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 Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent to other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 13.6: 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 IX 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.

Section 13.7: 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 12.6 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 12.6 of this Declaration.

Section 13.8: Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominiums agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 12.4.

ARTICLE XIV

Condemnation

Section 14.1: 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.

Section 14.2: Proceeds. All compensation, damages or other proceeds therefrom the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

Section 14.3: 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 thereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase 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 degree, 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 accordance with the privileges described in the Column entitled "% All Units" in Section 9.2 of this Declaration.

Section 14.4: 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 the compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

1. The total amount allocated to taking of or injury to the Common Area shall be apportioned equally among Owners,
2. The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned,
3. The respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and
4. 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.

Section 14.5: 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 assessments 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 XVI hereof.

Section 14.6: Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XIII above.

Section 14.7: Association as Agent. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with any governmental or public body condemning, or seeking the condemnation of all or any portion of the Project. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment. Any proceeds from any

settlement, condemnation award or judgment shall be payable to the Association for the benefit of the Unit Owners and any mortgagee having an interest in the property which is subject to or affected by the condemnation proceedings.

ARTICLE XV

Amendment to Declaration

Section 15.1: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the voting power of Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the voting power of Owners, as described in Section 7.2. This Declaration may be amended or revoked by an instrument signed by one hundred percent (100%) of the voting power of the Owners and one hundred percent (100%) of any mortgagees holding a recorded interest in any Unit. Any amendment or revocation must be recorded; however, no modification, revocation or termination to these covenants and restrictions can be made without the express written consent of the City of Boise.

Section 15.2: As long as there is a Class "B" membership and if there is any individual Condominium mortgage or deed of trust executed in favor of or insured by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of such entity or entities having such an interest in the Project: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

ARTICLE XVI

Period of Condominium Ownership

The Condominium Ownership created by this Declaration and the plat shall continue until this Declaration is revoked or amended in the manner provided in Article XV of this Declaration. However, no modification, revocation or termination to these covenants and restrictions can be made without the express written consent of the City of Boise.

ARTICLE XVII

Miscellaneous

Section 17.1: Compliance with Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association, 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.

Section 17.2: Registration of Mailing Address. Each Owner shall register his 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. In case of a corporate or partnership Ownership, the entity shall designate the corporate agent or managing partner upon whom notice shall be made, leaving with the Association a correct 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 Bylaws of the Association. All notices or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall 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.

Section 17.3: Mortgagees Protection Provisions. Subject to the Mortgagee providing the Association with the information as set forth in Section 17.2, no amendment of a material nature concerning any of the following rights shall be effective except upon the prior approval of at least fifty-one percent (51%) of the holders of first mortgages on Units:

1. Voting rights;
2. Assessments, assessment liens or subordination of assessment liens;
3. Reserves for maintenance, repair and replacement of Common Areas;
4. Responsibility for maintenance and repair;
5. Reallocation of interest in the general or limited Common Areas or rights to their use;
6. Boundaries of any Unit;
7. Convertibility of Units into Common Areas or vice versa;
8. Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
9. Insurance or fidelity bonds;
10. Leasing of Units;
11. Imposition of any restrictions of a Unit Owner's right to sell or transfer his Unit;
12. A decision by the Association to establish self-management when professional management has been previously required by a Mortgagee;
13. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;
14. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or
15. Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Subject to the Mortgagee providing the Association with the information set forth in Section 17.2, the holder, insurer or guarantor of the mortgage on any Unit in the Project shall be provided with timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
2. The lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 17.3: Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interest, to any person or entity.

Section 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 he may have leased or rented said interest as provided herein, but the Owner of a Condominium shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

Section 17.5: 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.

Section 17.6: 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, and such invalidity shall not affect the validity of the remainder of the Declaration, the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7: 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.

This Declaration is issued on the 20th day of March, 2008.

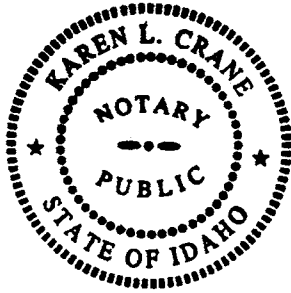
LOFT LIVING CONDOMINIUMS, LLC,
an Idaho limited liability company

By: Gary F. Christensen
Gary F. Christensen
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of March, 2008, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Gary F. Christensen, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Manager of LOFT LIVING CONDOMINIUMS, LLC, an Idaho limited liability company, and acknowledged to me that he executed the same for and on behalf of said company.

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



Karen L. Crane

Name: Karen L. Crane
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6.24.2008

CONSENT

Bank of the Cascades, f/k/a Farmers & Merchants State Bank, the beneficiary under that certain Deed of Trust dated June 28, 2006, and recorded as Instrument No. 106170509 on October 27, 2006, records of Ada County, Idaho, encumbering the property described in Section 1.1 herein, hereby consent to the recording of this Condominium Declaration and Condominium Plat for Historic Complication Condominiums.

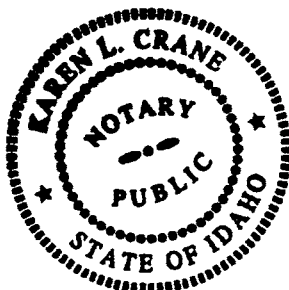
**BANK OF THE CASCADES,
f/k/a Farmers & Merchants State Bank**

By: Joyce M. Goodman
Its: Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of March, 2008, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Joyce Goodman, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Vice Pres. of Bank of the Cascades, f/k/a Farmers & Merchants State Bank, and acknowledged to me that he/she executed the same for and on behalf of said company.

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



Karen L. Crane
Name: Karen L. Crane
Notary Public for Idaho
Residing at Wampa, ID
My commission expires 6-24-08

EXHIBIT "A"

FILED EFFECTIVE

08 FEB 29 11:58 AM
SECRETARY OF STATE
STATE OF IDAHO
ARTICLES OF INCORPORATION
OF
HISTORIC COMPLICATION CONDOMINIUM ASSOCIATION, INC.

IDAHO SECRETARY OF STATE
02/29/2008 05:00
CK: 37906 CI: 186586 BH: 1102192
1 @ 30.00 = 30.00 INC NONP W 2
SECRETARY OF STATE
STATE OF IDAHO

In compliance with the requirements of the law of Idaho relating to Non-Profit Corporations and acts amendatory and supplemental thereto, including particularly Title 30, Chapter 3, Idaho Code, the undersigned natural person, being of full age and a resident of the United States, in order to form a Non-Profit Corporation for the purposes hereinafter stated, does hereby, as incorporator, adopt the following Articles of Incorporation and certify:

ARTICLE I

NAME

The name of the corporation is **HISTORIC COMPLICATION CONDOMINIUM ASSOCIATION, INC.**, hereinafter called the "Association."

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association shall be a non-profit membership corporation. The purpose of the Association shall be to provide for the maintenance, preservation and control of certain improvements within the Common Area and other portions of **HISTORIC COMPLICATION CONDOMINIUMS ("CONDOMINIUMS")** located in Ada County, Idaho, and to promote the recreation, health, safety and welfare of the members thereof, and for this purpose to:

a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration ("Declaration") recorded within the records of Ada County, Idaho, and the same may be

ARTICLES OF INCORPORATION OF HISTORIC COMPLICATION CONDOMINIUM ASSOCIATION - 1

C/77420

ARTICLE III

REGISTERED OFFICE and AGENT

The street address of the registered office of the Association is 950 W. Bannock, Suite 620, Boise, ID 83702, and the Registered Agent at such address is Gary F. Christensen.

ARTICLE IV

BOARD OF DIRECTORS

The initial Board of Directors shall be comprised of three (3) members, who need not be members of the Association. These Directors' names and addresses are:

1. Gary F. Christensen, 950 W. Bannock, Suite 620, Boise, ID 83702
2. Marva Schwager, 950 W. Bannock, Suite 620, Boise, ID 83702
3. Bryant Forrester, 1919 W. State Street, Boise, ID 83702

At its first regular meeting after the second year of operation, the Board of Directors shall be expanded to include six (6) persons who need not be members of the Association.

ARTICLE V

INCORPORATOR

The name and address of the incorporator of the Association is Gary F. Christensen, 950 W. Bannock, Suite 620, Boise, ID 83702.

ARTICLE VI

ASSOCIATION ADDRESS

The mailing address of the Association is 950 W. Bannock, Suite 620, Boise, ID 83702.

ARTICLE VII

VOTING RIGHTS

The Association does have voting members. Voting rights are as described in the Section 7.2 of the Condominium Declaration.

ARTICLE VIII

DISSOLUTION

If the Association is dissolved, the Common Area and assets of the Association shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

ARTICLE IX

MEMBERSHIP

Each person having an ownership interest in a unit in CONDOMINIUMS shall be a member in the Association. Ownership interest shall include and extend to persons who own one of the eighteen (18) residential or one (1) of the two (2) commercial condominium units and Basement Unit B-1. The foregoing is not intended to include persons who hold an interest in a unit as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from the ownership of any interest in any unit that is subject to assessment by the Association.


ARTICLE X

AMENDMENT OF ARTICLES

Amendments to these Articles of Incorporation shall require the assent of those members casting two-thirds (2/3) of the votes of the Association at any regular member meeting or a special meeting called specifically for that purpose.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Idaho, I, the undersigned incorporator of this Association, have executed these Articles of Incorporation this 28th day of February, 2008.

HISTORIC COMPLICATION CONDOMINIUM
ASSOCIATION, INC.



Gary F. Christensen

EXHIBIT "B"

PLAN SHOWING

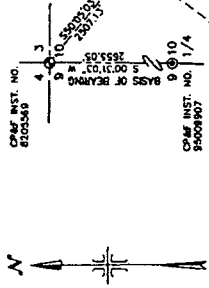
HISTORIC COMPLICATION CONDOMINIUMS

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,

LOCATED IN A PORTION OF THE SE 1/4 OF THE NW 1/4 OF SECTION 10,

T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO

2008



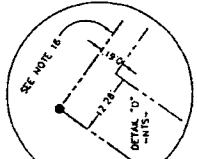
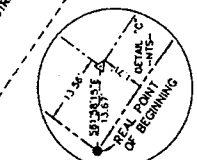
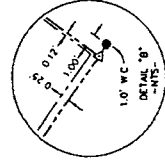
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BASIS OF BEARING
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LEGEND

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| ● | FOUND ALUMINUM CAP MONUMENT |
| ● | SET 5/8" x 30" IRON PIN PLUS 7015 |
| W.C. | WITNESS CORNER, AS NOTED |
| △ | CALCULATED POINT |
| (120) | RECORD DATA PER DAVIS ADDITION |
| --- | PROPERTY BOUNDARY LINE |
| --- | UNIT BOUNDARY LINE, FIRST FLOOR |
| --- | SECTION LINE |
| --- | CENTERLINE |
| --- | EASEMENT LINE |
| --- | LOT LINE, DAVIS ADDITION TO BOISE CITY |
| --- | LOT NO. DAVIS ADDITION TO BOISE CITY |

NOTES:

1. THIS PLAN IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE UNITS ARE DEFINED IN AND THIS PLAN IS SUBJECT TO THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS, RECORDED AS INSTRUMENT NO. 164078947, OFFICIAL RECORDS OF ADA COUNTY, IDAHO.
3. EACH OWNER SHALL HAVE THE RIGHT TO ACCESS AND EGRESS TO THE COMMON AREAS AND TO THE LIMITED COMMON AREA DESIGNATED FOR USE IN CONNECTION WITH THE CONDOMINIUMS, INCLUDING THE RIGHT TO USE THE COMMON AREAS AND LATERAL SUPPORT OF EACH UNIT, AND SUCH RIGHTS SHALL BE APPURTENANT TO AND PASS WITH TITLE TO EACH UNIT.
4. EACH UNIT SHALL COMPLY WITH THE STANDARDS ESTABLISHED BY THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
5. EACH UNIT SHALL COMPLY WITH THE STANDARDS ESTABLISHED BY THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
6. FOR INFORMATION CONCERNING THE USES AND RESTRICTIONS OF ALL UNITS AND COMMON AREAS, SEE THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
7. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
8. THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY ORDINANCE 06334.
9. CONDOMINIUM UNITS MAY BE FURTHER DIVIDED OR COMBINED INTO A SINGLE UNIT FOR THE DECLARATION FOR HISTORIC COMPLICATION CONDOMINIUMS.
10. NO CONDOMINIUM UNIT SHALL BE DIVIDED OR ADJUSTED WITHOUT COMPLYING WITH PROVISIONS OF IDAHO CODE TITLE 55 - CHAPTER 15.
11. ANY AMENDMENT OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE AMENDMENT.
12. THE LAND WITHIN THIS PLAN IS NOT WITHIN AN EASEMENT OR RESTRICTION OF TITLE 55-300A, AND THE REQUIREMENTS IN I.C. 55-300A ARE NOT APPLICABLE.
13. ALL ANGLES IN EACH UNIT ARE 45° OR 90° UNLESS OTHERWISE NOTED. THE BOUNDARY OF EACH UNIT APPROXIMATELY ALL DIMENSIONS ARE TO BE MEASURED THROUGHOUT THE ENTIRE UNIT. THE BOUNDARY OF EACH UNIT APPROXIMATELY ALL DIMENSIONS ARE TO BE MEASURED THROUGHOUT THE ENTIRE UNIT. THE BOUNDARY OF EACH UNIT APPROXIMATELY ALL DIMENSIONS ARE TO BE MEASURED THROUGHOUT THE ENTIRE UNIT.
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16. THIS PROJECT IS SUBJECT TO A PARTY WALL SURVEY DATA SHOWN ON RECORD OF SURVEY NO. 8437.
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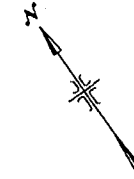
DEVELOPER:
LOFT LIVING CONDOMINIUMS, LLC
BOISE, IDAHO

IDAHO SURVEY GROUP, P.C.
1450 E WATERGOWER ST.
SUITE 100
MERIDIAN, IDAHO 83642
PH: (208) 884-5000
FAX: (208) 884-5338

JOB NO. 04-315
SHEET 1 OF 8





PLAT SHOWING **HISTORIC COMPLICATION CONDOMINIUMS**

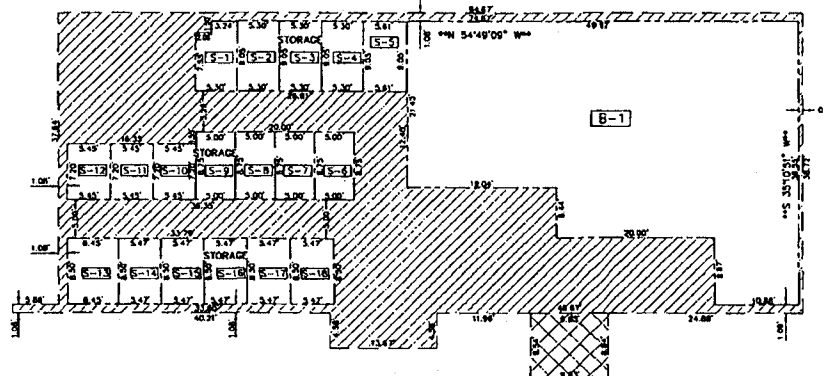
LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



SCALE: 1" = 10'

LEGEND

- N 55°15'02" W -- INTERIOR WALL REFERENCE BEARING
- - - - - UNIT BOUNDARY (INTERIOR WALL)
- - - - - EXISTING BUILDING ENVELOPE/REFERENCE LINE
-  GENERAL COMMON AREA
-  COMMON AREA RESIDENTIAL USE ONLY
-  BASEMENT STORAGE UNIT DESIGNATION
-  STORAGE UNIT DESIGNATION



BASEMENT LEVEL



DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

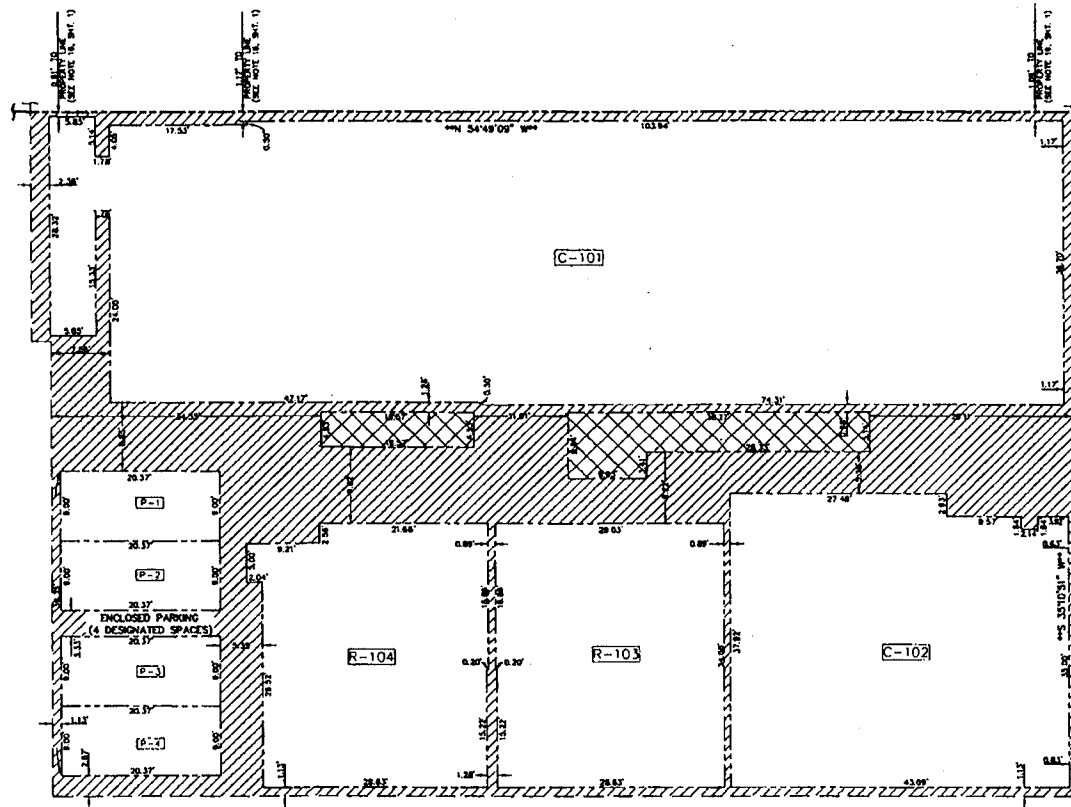
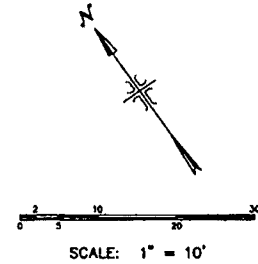
JOB NO. 06-315
 SHEET 2 OF 8

isg

IDAHO SURVEY GROUP, P.C.

1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83642
 PH (208) 848-8570
 FAX (208) 848-5399

PLAT SHOWING
HISTORIC COMPLICATION CONDOMINIUMS
 LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



LEGEND

- N 55°15'02" W -- INTERIOR WALL REFERENCE BEARING
- UNIT BOUNDARY (INTERIOR WALL)
- EXISTING BUILDING ENVELOPE/REFERENCE LINE
- [Hatched Box] GENERAL COMMON AREA
- [Cross-hatched Box] COMMON AREA RESIDENTIAL USE ONLY
- [Box with C-101] COMMERCIAL UNIT DESIGNATION
- [Box with R-103] RESIDENTIAL UNIT DESIGNATION
- [Box with P-1] VEHICLE PARKING UNIT DESIGNATION



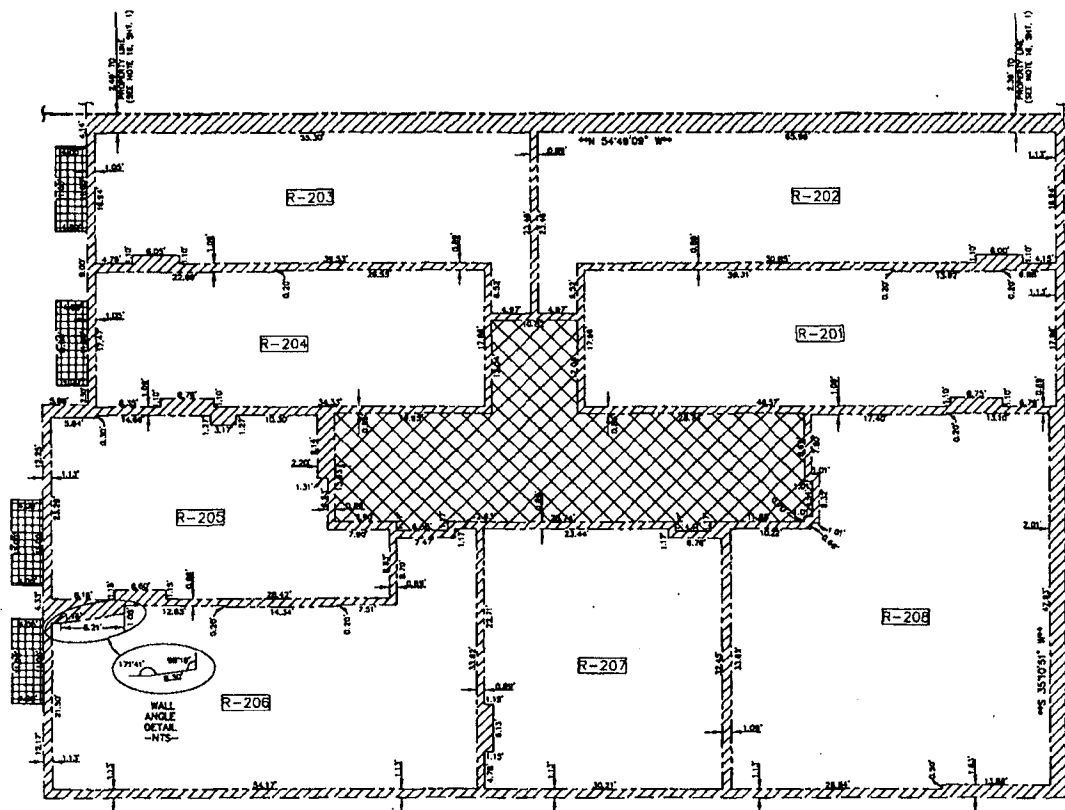
GROUND LEVEL

DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

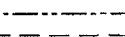




JOB NO. 06-315
 SHEET 3 OF 8

ISG IDAHO SURVEY GROUP, P.C.
 1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83642
 PH. (208) 884-8370
 FAX (208) 884-5399

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
2008



LEGEND

| | |
|---|--|
|  | <p>INTERIOR WALL REFERENCE BEARING</p> <p>UNIT BOUNDARY (INTERIOR WALL)</p> <p>EXISTING BUILDING ENVELOPE/REFERENCE LINE</p> |
|  | <p>GENERAL COMMON AREA</p> |
|  | <p>COMMON AREA RESIDENTIAL USE ONLY</p> |
|  | <p>LIMITED COMMON AREA</p> |
|  | <p>RESIDENTIAL UNIT DESIGNATION</p> |

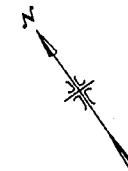


DEVELOPER:
LOFT LIVING CONDOMINIUMS, LLC
BOISE, IDAHO

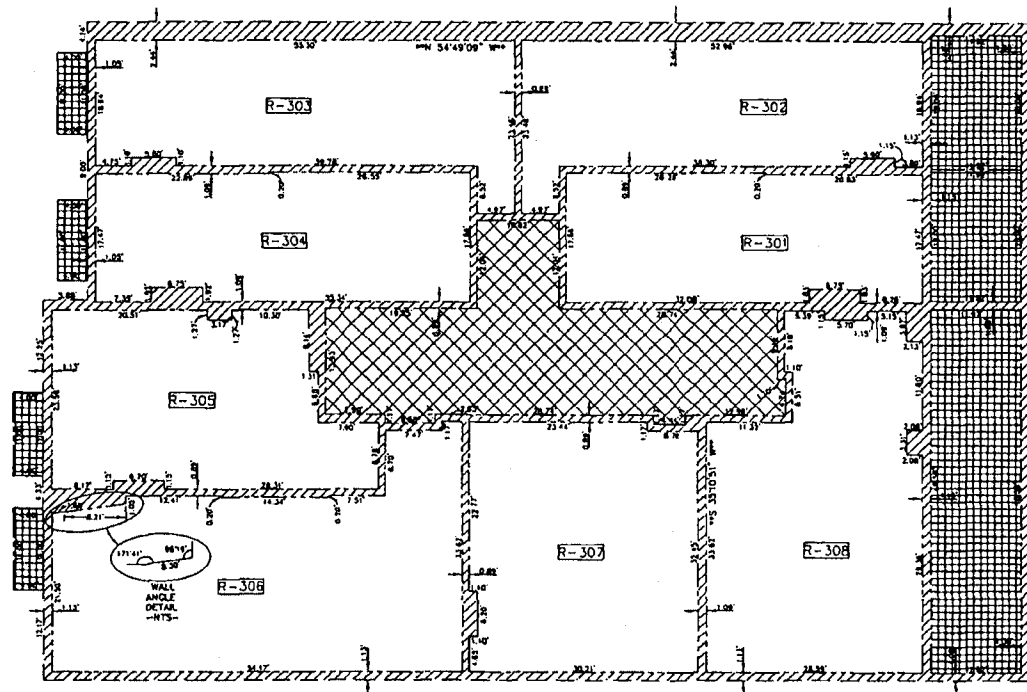
ISG IDAHO SURVEY GROUP, P.C.
1450 E. WATERTOWER ST
SUITE 150
MERIDIAN, IDAHO 83642
PH. (208) 846-8570
FAX (208) 884-5399

PLAT SHOWING **HISTORIC COMPLICATION CONDOMINIUMS**

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008



SCALE: 1" = 10'



LEGEND

- "" N 35°15'02" W "" INTERIOR WALL REFERENCE BEARING
- UNIT BOUNDARY (INTERIOR WALL)
- - - EXISTING BUILDING ENVELOPE/REFERENCE LINE
- GENERAL COMMON AREA
- COMMON AREA RESIDENTIAL USE ONLY
- LIMITED COMMON AREA
- RESIDENTIAL UNIT DESIGNATION



THIRD FLOOR

DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

| | | |
|------------|--------------------|------------------------|
| ISG | IDAHO | 1450 E. WATERTOWER ST. |
| | SURVEY GROUP, P.C. | SUITE 100 |
| | | MERIDIAN, IDAHO 83642 |
| | | PH. (208) 848-8570 |
| | | FAX (208) 884-5299 |

JOB NO. 06-315
 SHEET 5 OF 8

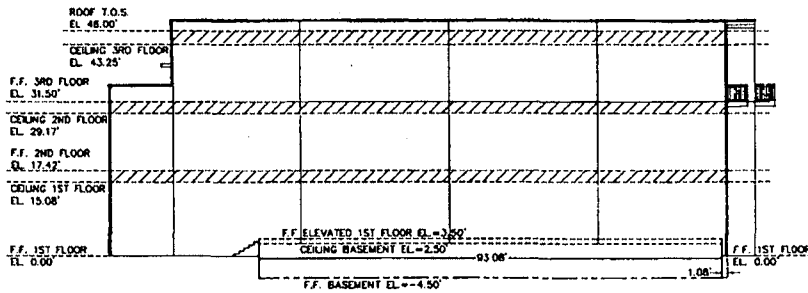
PLAT SHOWING **HISTORIC COMPLICATION CONDOMINIUMS**

LOTS 8-10 AND A PORTION OF LOT 7, BLOCK 2, DAVIS ADDITION TO BOISE CITY,
 LOCATED IN A PORTION OF THE SE 1/4, OF THE NW 1/4 OF SECTION 10,
 T.3N., R.2E., B.M., BOISE, ADA COUNTY, IDAHO
 2008

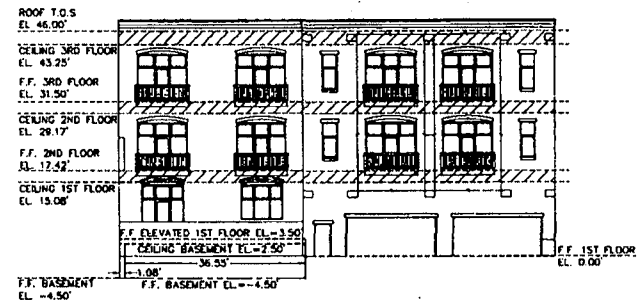


SCALE: 1" = 16'

NORTHEAST ELEVATION



ALLEY ELEVATION



W. MYRTLE ST. ELEVATION



N. 8th ST. ELEVATION

LEGEND



GENERAL COMMON AREA

ROOF T.O.S.

TOP OF STRUCTURAL ROOF

F.F.

FINISH FLOOR



JOB NO. 08-315
 SHEET 6 OF 8

ISG IDAHO
 SURVEY GROUP, P.C.

DEVELOPER:
 LOFT LIVING CONDOMINIUMS, LLC
 BOISE, IDAHO

1450 E. WATERTOWER ST.
 SUITE 150
 MERIDIAN, IDAHO 83642
 PH (208) 848-8570
 FAX (208) 804-5399

AT-106702

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Cunningham, Mark
223 E. Strawberry Drive
Mill Valley, CA 94941

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 25.00 6
BOISE IDAHO 08/04/2011 03:30 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
ALLIANCE TITLE - CW MOORE BRAN 111063020

**SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR
HISTORIC COMPLICATION CONDOMINIUMS**

CRG Boise LLC, an Idaho limited liability company, being the Declarant pursuant to the Assignment of Declarant Rights recorded as Instrument No. 111045863, records of Ada County, Idaho; and otherwise entitled to amend the Condominium Declaration Historic Complication Condominiums, recorded as Instrument No. 108038766, as amended by First Amendment thereto recorded as Instrument No. 108077277, records of Ada County, Idaho (collectively, the "Declaration"), which Declaration encumbers certain real property more particularly described in the Declaration.

NOW, THEREFORE, Declarant hereby amends the following sections of the Declaration identified below:

Section 1.1: The Declarant: CRG Boise LLC, an Idaho limited liability company, is the Owner of that certain real property located in Ada County, Idaho, and more particularly described as follows: *[legal description of the Property omitted herein for brevity purposes but retained as to enforceability]*.

Section 2.5: Declarant. "Declarant" shall mean and refer to CRG Boise LLC, an Idaho limited liability company, its successors and assigns, but excluding buyers of individual Units.

Section 2.13: Unit. Subparagraph Number 3 is amended by the addition of the following sentence thereto: Unit R-103 and R-104 at the Owner's option may be built out for either residential or commercial use.

Section 4.2: Right to Divide Units. Subparagraph 3 shall be added as follows:

3. Notwithstanding anything to the contrary contained in the Declaration, Unit C-101 may be divided into both Residential and Commercial uses and assessed accordingly based on the square footage allocated to each such use following division of the Unit, subject to any required governmental approvals and the approval of the HOA Board.

Section 7.2: Voting Rights. Subsection Class "B" shall be amended as follows: Subparagraph Number 2 is hereby deleted in its entirety and replaced with "On January 1, 2015."

Section 8.5: Rules and Regulations. The Association may, from time to time, make reasonable rules and regulations ("**Rules and Regulations**") governing, without limitation,

RGX [Signature]

signage, window coverings, window treatments and 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 and shall be kept on file with the Association at the registered office of the Association. It is incumbent upon Owners to obtain copies of the Rules and Regulations. 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 or Regulations.

Section 9.2: Purposes and Amount of Total Annual Assessments. The following sentences shall be added to the end of Section 9.2: Notwithstanding anything to the contrary stated herein, and as stated in Section 2.13, the Owner of Units R103 and R-104 may designate such Unit, in a writing delivered to Declarant and Association, as either a Commercial Unit or a Residential Unit according to the build out and user intent and design ultimately selected by the owner. At execution of this amendment R103 and R104 are designated commercial and the HOA dues are reflective of this designation. The first Association budget will be established effective June 1, 2011 based upon an annual year's budget, thereafter the budget will be reviewed by the Association Board and the management company on a calendar year basis beginning January 1 of each year.

Section 9.2: The schedules in 9.2 shall be amended and simplified as follows to assess Association dues regardless of whether or not the space is occupied and regardless of whether or not the space is built out. The initial monthly assessment for each Unit and the percentage (%) of assessments for each Unit is as follows:

| Basement Storage Unit | S.F. | Factor | Adj. SF | % B Units | % All Units | Initial Amt per \$1,000 |
|---|-------------|---------------|----------------|------------------|------------------------|------------------------------------|
| B-1 | 1,363 | 20% | 272.6 | 62.753% | 1.021% | \$10.21 |
| S-1 to S18...Allocation now included with residential unit calculation. | | | | | | |
| Total | 2172 | | | | | |

| Commercial Units | S.F. | % C Units | % All Units | Initial Amt per \$1,000 |
|-------------------------|--------------|----------------------|------------------------|------------------------------------|
| C-101 | 4,615 | 56.584% | 17.287% | \$ 172.87 |
| C-102 | 1,584 | 19.421% | 5.933% | \$ 59.33 |
| R-103 | 986 | 12.089% | 3.693% | \$ 36.93 |
| R-104 | 971 | 11.905% | 3.638% | \$ 36.38 |
| Subtotal | 8,156 | 100.00% | 30.551% | \$305.51 |

| Residential Units | S.F. | % R Units | % All Units | Initial Amt per \$1,000 |
|---------------------------------|-------------|----------------------|------------------------|------------------------------------|
| R-201 | 1,051 | 5.805% | 3.974% | \$39.74 |
| R-202 | 1,143 | 6.313% | 4.319% | \$43.19 |
| R-203 | 962 | 5.313% | 3.640% | \$36.40 |
| R-204 | 861 | 4.755% | 3.263% | \$32.63 |
| R-205 N. 10th Street, 2nd Floor | 875 | 4.833% | 3.315% | \$33.15 |
| R-206 | 1,358 | 7.500% | 5.124% | \$51.24 |
| R-207 | 1,000 | 5.523% | 3.783% | \$37.83 |
| R-208 | 1,803 | 9.958% | 6.791% | \$67.91 |
| R-301* | 1,033 | 5.705% | 3.906% | \$39.06 |
| R-302* | 1,141 | 6.302% | 4.311% | \$43.11 |

ROR [Signature]

| Residential Units | S.F. | % R Units | % All Units | Initial Amt per \$1,000 |
|--------------------------|---------------|----------------------|------------------------|------------------------------------|
| R-303 | 963 | 5.319% | 3.644% | \$36.44 |
| R-304 | 855 | 4.722% | 3.241% | \$32.41 |
| R-305 | 879 | 4.855% | 3.330% | \$33.30 |
| R-306 | 1,357 | 7.495% | 5.120% | \$51.20 |
| R-307 | 1,000 | 5.523% | 3.783% | \$37.83 |
| R-308* | 1,825 | 10.080% | 6.884% | \$68.84 |
| Subtotal | 18,106 | 100.00% | 68.428% | \$684.28 |

Weighted Allocation Totals

100.000%

\$1,000.00

*Units R-301, R-302 and R-308 include patio areas in S.F. calculations.

Section 10.4: Parking Spaces. The four (4) designated vehicle Parking Units may be sold to an Owner who does not own a Residential or Commercial Unit in the Building.

Section 11.7: Home Inspection is deleted in its entirety.

Section 17.3: Mortgagees Protection Provisions. The following provision is hereby added to the end of this Section 17.3:

3. Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which such holder, insurer or guarantor of a mortgage.

Section 17.4: Owner's Obligations: The owner of C101 shall be solely responsible for the maintenance of the lift within their space.

[remainder of page is intentionally blank]

RK 9/3/21

The undersigned Declarant does hereby certify that it is the owner of all Units described in the Declaration, except as follows:

- Units B-1 and C-101 owned by Robert and Barbara Kaylor
- Unit C-102, R-103 and R-104 owned by HossCo Holdings, LLC

Except as specifically modified by this Second Amendment to Condominium Declaration of Historic Complication Condominiums, all provisions of the Declaration shall remain in full force and effect, and are hereby ratified and affirmed by Declarant.

The Effective Date of this Second Amendment shall be upon its recording with the Ada County Recorder's Office.

DECLARANT:

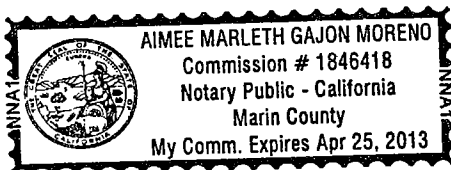
CRG Boise LLC,
an Idaho limited liability company

By: [Signature]
Mark Cunningham
Its: Manager

STATE OF CA)
) ss.
County of Marin)

On this 29 day of JULY, 2011, before me, the undersigned, Aimee Moreno, a Notary Public in and for said county and state, personally appeared Mark Cunningham, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Manager of CRG BOISE LLC, an Idaho limited liability company, and acknowledged to me that he executed the same for and on behalf of said company.

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

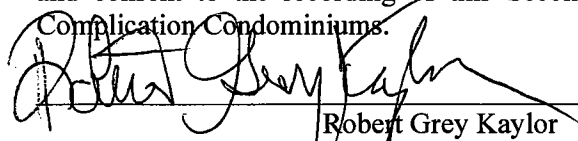


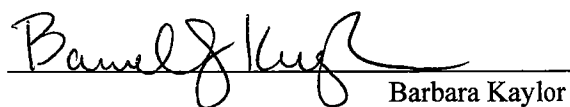
[Signature]
Notary Public for CA
Residing at Tiburon
My commission expires: April 25 2013

[Signature]

CONSENT

Robert and Barbara Kaylor do hereby certify that they are the owners of Units B-1 and C-101, and consent to the recording of this Second Amendment to Condominium Declaration for Historic Complication Condominiums.


Robert Grey Kaylor

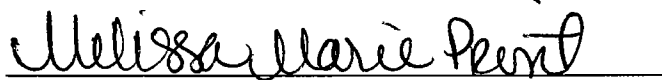

Barbara Kaylor

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of August, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert Grey Kaylor and Barbara Kaylor, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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




Notary Public for Idaho
Residing at Bosc, ID
My commission expires 11-14-2013



CONSENT

HossCo Holdings, LLC, by and through Kevin Loue, its MANAGER, hereby certifies that it is the owner of Units C-102, R-103 and R-104, and consents to the recording of this Second Amendment to Condominium Declaration for Historic Complication Condominiums.

HossCo Holdings, LLC,
an Idaho limited liability company

By: [Signature]

Its: MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of August, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kevin Loue, known to me to be the person whose name is subscribed to the within and foregoing instrument as the MANAGER of HossCo Holdings, LLC, an Idaho limited liability company, and acknowledged to me that he executed the same for and on behalf of said company.

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



Melissa Marie Pruitt
Notary Public for Idaho; Residing at Boise, ID
My commission expires: 11-14-2013

[Signature]