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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

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



By: Gary F. Christensen
Its: Manager

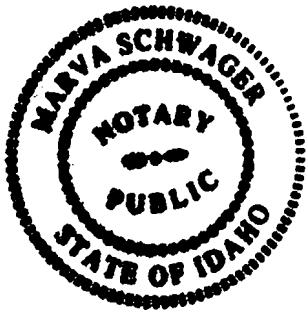
STATE OF IDAHO)
) ss.
County of Ada)

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.



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.

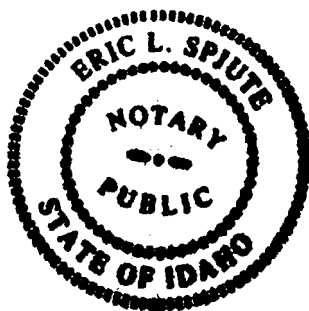
BANK OF THE CASCADES,
f/k/a Farmers & Merchants State Bank

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. Spiute
Name: Eric L. Spiute
Notary Public for Idaho
Residing at Boise
My commission expires 08-02-2008