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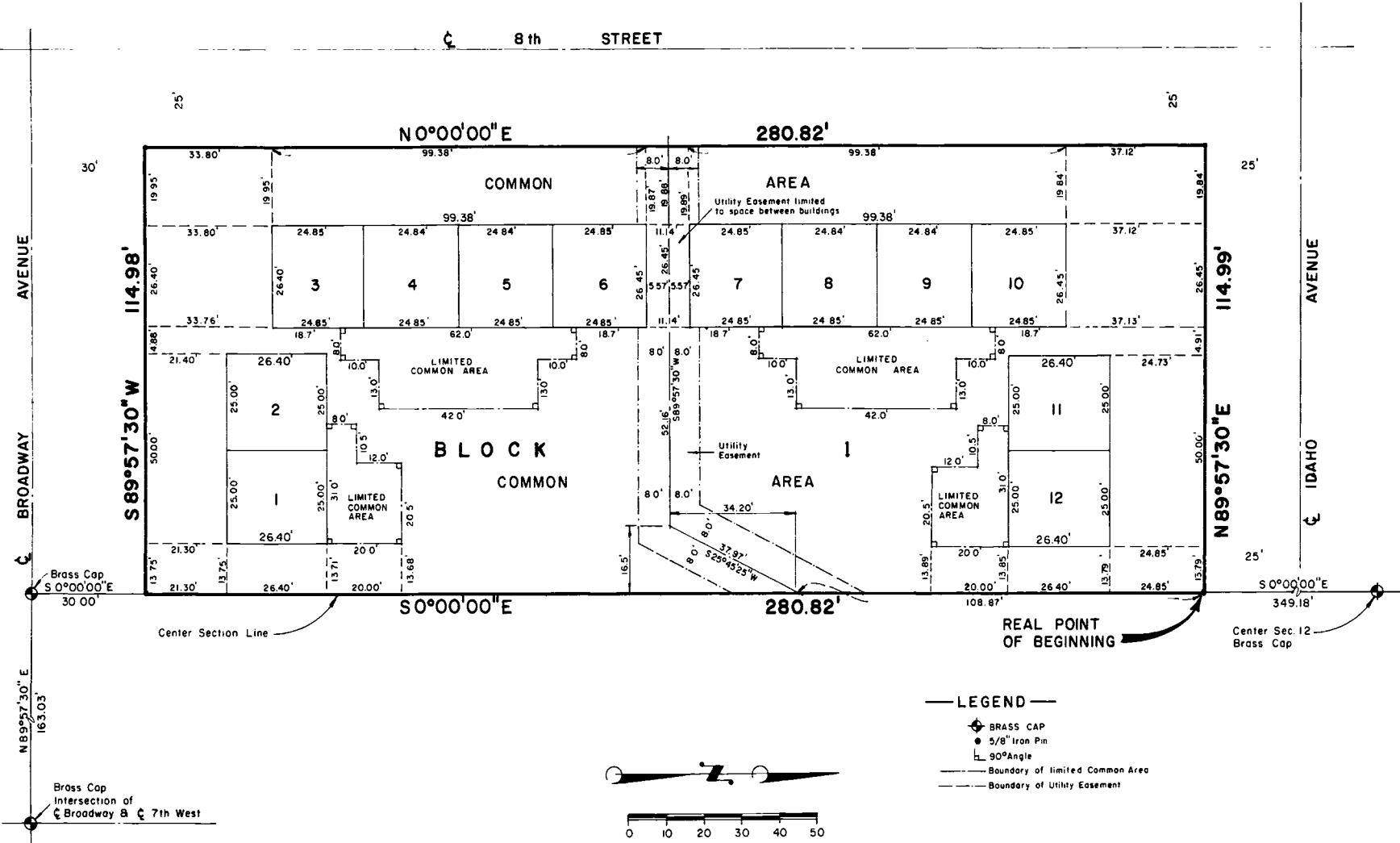
# *BROADWAY ESTATE CONDOMINIUMS*

*AT MERIDIAN*

A CONDOMINIUM MAP OF LAND WHICH IS A PORTION OF  
LOT 1 OF WEST LAWN SUBDIVISION IN SECTION 12, T3N, R1W, B.M.,  
ADA COUNTY, IDAHO

1978

8th STREET



**CONDOMINIUM DECLARATION**

See Instrument No. 7756001 of Records, filed on  
the 18 day of November 1977, in the office of  
the Ada County Recorder, Boise, Idaho.

—LEGEND—

◆ BRASS CAP  
● 5/8" Iron Pin  
L 90° Angle  
— Boundary of limited Common Area  
— Boundary of utility Easement

0 10 20 30 40 50

SCALE: 1" = 20'

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That Broadway Estate Condominiums, a limited partnership existing under the laws of the State of Idaho, and duly qualified to do business within said state do hereby certify that they are the owners of the real property hereinafter described:

A plat of land which is a portion of lot 1 of Westlawn Subdivision in Section 12, T.3N., R.1W., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at the center of section 12, T.3N., R.1W., B.M., thence South along the center section line of said section 12, 349.18 feet to a point of intersection with the south right-of-way line of Idaho Avenue which is the REAL POINT OF BEGINNING; thence South along the center section line of said section 12, 280.82 feet to the point of intersection with the north right-of-way line of Broadway Avenue, thence S 89° 57' 30" W, 114.98 feet along the north right-of-way line of Broadway Avenue to a point of intersection with the east right-of-way line of 8th Street; thence north along the east right-of-way line of 8th Street 280.82 feet to a point of intersection with the south right-of-way line of Idaho Avenue; thence N 89° 57' 30" E along the south right-of-way line of Idaho Avenue 114.99 feet to the REAL POINT OF BEGINNING. Containing 0.74 acres more or less and subject to existing right-of-way and easements in use and of record.

Lorin - Saunders  
Lorin Saunders,  
General Partner

## ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF ADA } 55

On this 6 day of January 1978, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared Lorin Saunders, known to me to be one of the partners in the limited partnership of Broadway Estate Condominiums and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said limited partnership name.

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

Howard D. Boehel  
Notary Public for Idaho,  
Residing at Boise, Idaho.

My Commission Expires 3-1-1981

## ADA COUNTY HIGHWAY DISTRICT COMMISSIONER'S ACCEPTANCE

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 11th day of September 1978.

Howard D. Boehel  
Planning Engineer  
RAY R. FUNKHOUSER

Albert J. Silver  
Ada County Highway District,  
Chairman

PLAT APPROVED  
ADA COUNTY ASSESSORS OFFICE  
APP'D. BY K. M. Clark

## CERTIFICATE OF ENGINEER

I, Verl G. King, do hereby certify that I am a professional engineer licensed by the State of Idaho and that this plat of Broadway Estate Condominiums at Meridian 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 plotted thereon and is in conformity with the State of Idaho Code relating to condominium survey plats.

Verl G. King  
Verl G. King, P.E.

Verl G. King



## APPROVAL OF COUNTY ENGINEER

I, DAVID M. COLLINS, Ada County Engineer, hereby certify that this plat complies with the Idaho Code relating to plats and surveys.

DAVID M. COLLINS

## APPROVAL OF CITY ENGINEER

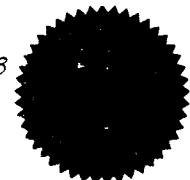
I, SUMNER M. JOHNSON, Meridian City Engineer, hereby approve this plat.

Sumner M. Johnson

## CENTRAL DISTRICT HEALTH DEPARTMENT APPROVAL

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

Nancy Steele 9-11-78



## APPROVAL OF CITY COUNCIL

I, Herald J. Cox, Meridian City Clerk, certify that at a meeting of the Meridian City Council, held on August 7, 1978, this plat was approved.

Herald J. Cox

## CERTIFICATE OF COUNTY RECORDER Document No. 7850083

This is to certify that the foregoing plat was filed for record in the office of the Recorder of Ada County, Idaho this 20 day of Sept. 1978, at 10:56 o'clock A.M. at the request of Lorin Saunders and duly recorded in Plat Book No. 45, at pages 2655 - 2656.

James Clark  
Deputy

James Clark  
Ex-Officio Recorder

7756001

350 64

## BY-LAWS

OF

BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN, INC.

ARTICLE I

The principal office of the Association shall be  
, County of Ada, State of Idaho. The Association may have such  
other offices, either within or without the State of Idaho, as the Board of  
Directors may determine, or the affairs of the Association may require.

ARTICLE II

## BOARD OF DIRECTORS

1. GENERAL POWERS: The property, business and affairs of the Association  
shall be controlled and managed by the Board of Directors.

2. NUMBER: The Board of Directors shall consist of three (3) members.  
The Board of Directors may be increased by amendment of these By-Laws;  
provided, however, that the number of directors shall not be increased to  
more than nine (9), and provided, further, that a reduction in the number of  
directors by amendment of these By-Laws shall not have the effect of reducing  
the term of any incumbent directors.

3. QUALIFICATIONS; ELECTION; TERM: Directors need not be members of  
the Association and shall be elected by the members at their annual meeting.  
At each election for directors, each member entitled to vote shall have the  
right to cast for any one or more nominees for director a number of votes  
equal to the number of votes which attach to his membership pursuant to the  
Articles of Incorporation, multiplied by the number of directors to be elected.  
The Directors shall serve concurrent terms of one (1) year. Each Director  
shall serve until his successor is duly elected and qualified.

4. REMOVAL; RESIGNATION: Any director may be removed with or without  
cause by a vote of a majority of the total number of votes entitled to be  
cast by the members of the Association at a meeting called for the purpose.  
Any director may resign by submitting a written notice to the Board of  
Directors stating the effective date of his resignation, and acceptance of  
the resignation shall not be necessary to make it effective.

5. VACANCIES: Any vacancy occurring on the Board of Directors whether  
by removal, resignation, death, or otherwise shall be filled by majority  
of the remaining directors, though less than a quorum of the board. A  
director elected to fill a vacancy on the Board of Directors shall hold  
office until the next annual election of directors and until his successor  
is duly elected and qualified.

350 65

6. MEETING: There shall be a regular annual meeting of the Board of Directors immediately following the annual meeting of the members of the Association and the Board may establish other times as it may determine from time to time. After the establishment of a time and place for such regular meeting, no further notice thereof need be given. Special meetings of the Board may be called by the President or upon written request delivered to the Secretary by any two directors.

7. NOTICES; WAIVER: Five (5) days notice of special meetings shall be given to each director by the Secretary-Treasurer. Such notice may be given orally, in person, or in writing served on or mailed or telegraphed to each director. Written waiver of notice signed by, or attendance at a meeting of the Board of Directors by a director shall constitute a waiver of notice of such meeting except where attendance is for the expressed purpose of objecting to the failure to receive such notice or to defects in said notice.

8. QUORUM; NOTE REQUIRED; ADJOURNMENT: At any meeting of the Board of Directors a majority of the qualified directors shall constitute a quorum. If a quorum is present, the action of a majority of the directors present and voting shall be the act of the Board of Directors. If a quorum is not present, the majority of directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting.

9. ACTION OF DIRECTORS WITHOUT A MEETING: Any action required to be taken by the Directors may be taken without a meeting pursuant to Section 30-136 of the Idaho Code if a consent in writing setting forth the action so taken shall be signed by all the directors entitled to vote in respect to the subject matter thereof.

10. INDEMNIFICATION: Every person who now is or hereafter shall be a director of the Association shall be indemnified by the Association against all costs and expenses (including counsel fees) hereafter reasonably incurred by or imposed upon him in connection with, or resulting from, any action, suit or proceeding, or whatever nature, to which he is or shall be made a party by reason of his being or having been a director of the Association (whether or not he is a director of the Association at the time he is made a party to such action, suit or proceeding or at the time such costs or expenses are incurred by or imposed upon), except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been derelict in the performance of his duty as such director. The right of indemnification herein provided shall not be exclusive of other rights to which any such person may now or hereafter be entitled as a matter of law.

### ARTICLE III

#### OFFICERS

1. GENERAL: The officers of the Association shall be a President, one or more Vice Presidents, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors to serve at the pleasure of the Board.

2. PRESIDENT: The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate, and have general control over the affairs of the Association and shall have the powers generally attributable to the chief executive officer of an Association. The President shall be a director and shall preside at all meetings of the members of the Association.

3. VICE PRESIDENT: A Vice President shall act in place of the President in case of his death, absence, inability, or failure to act and shall perform such other duties and have such authority as from time to time delegated to him by the Board of Directors or by the President. The Vice President shall be a director; however, if the Board of Directors, elects more than one Vice President, only one so elected need be a director.

4. SECRETARY-TREASURER: The Secretary-Treasurer shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same and shall see that all notices are duly given in accordance with the provisions of these By-Laws as required by law, and that the books, reports and other documents and records of the Association are properly kept and filed. The Secretary-Treasurer shall have charge and custody of, and be responsible for all sorts of securities of the Association. He shall deposit all such funds in the name of an to the credit of the Association in such banks and depositaries as shall be designated by the Board of Directors. He shall keep books of account and records of his transactions and of the financial condition of the Association and shall submit such reports thereof as the Board of Directors may from time to time be assigned to him by the Board of Directors or the President. The Board may appoint one or more Assistant Secretary-Treasurer in case of his death, absence, inability or failure to act.

5. COMPENSATION: Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. Appointment of any officer, agent, or employee shall not in and of itself create contractual rights of compensation for services performed by such officer, agent or employee.

6. DELEGATING OF POWERS: In case of absence of any officer of the Association or for any other reason that may seem sufficient to the Board of Directors, the Board may delegate his duties and powers for the time being to any other officer or any director.

#### ARTICLE IV

##### RIGHTS, DUTIES AND OBLIGATIONS OF THE MEMBERS OF THE ASSOCIATION

1. MEMBERSHIP: Every owner of a condominium unit shall be a member of the Association and no person or entity other than an owner of a condominium unit may be a member of the Association. If title to a condominium unit is held by more than one person, the membership related to that condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the condominium unit is held. Memberships in the Association

shall not be transferred except in connection with the transfer of a condominium unit. Provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a condominium unit.

350

67

2. TRANSFER OF MEMBERSHIP: Transfer of membership in the Association shall occur upon the transfer of a title to the condominium unit to which the membership pertains; however, the Association shall be entitled to maintain the person, persons or entity in whose name or names the membership is recorded on the books and records of the Association until such time as evidence of the transfer of title satisfactory to the Association has been submitted to the Secretary-Treasurer. A transfer of membership shall not release the transferor from liability or obligation accrued and incidental to such membership prior to such transfer. In the event of dispute as to ownership of a condominium unit and to the membership appurtenant thereto, title to the condominium unit as shown on the public records of the County of Ada, State of Idaho, shall be determinative.

3. VOTING RIGHTS: The voting rights of each member owner will not necessarily be equal to the voting rights of other members. The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the "common area" of the Association and calculated in accordance with Section 55-1505 (c) of the Idaho Code. The Condominium Declaration sets forth the percentage interest of each member in the "common area". The voting rights and interests of new members shall be determined in the same as such percentage interests and rights were determined for old members.

The total number of votes that attach to membership certificates to be exercised by members of the Association shall be 10,000 all of which votes shall be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of the 10,000 votes as he is given percentage in the "common area". Voting by proxy shall be permitted; however, proxies must be filed with the Secretary-Treasurer twenty-four (24) hours before the appointed time of each meeting.

4. ANNUAL MEETINGS: The first annual meeting of the members shall be held within six (6) months after the first sale of a Condominium by Declarant. Each subsequent annual meeting of the members for the purpose of electing directors and transaction of such other matters as may properly come before the meeting shall be held at 10:00 o'clock A.M. on the 30th day of December of each year in a convenient location in the County of Ada, State of Idaho. All business which may be lawfully transacted at any such meeting may be transacted at any such meeting without any further or special notice.

5. SPECIAL MEETING: Special meetings of the members may be called any time by the Board of Directors or by written request of one-fifth (1/5) of the voting power of all the members and shall be held at a convenient location in the County of Ada, State of Idaho. The Secretary-Treasurer shall forthwith give notice of such meeting at such time as the Secretary-Treasurer may fix, not less than ten (10) nor more

350 68

than thirty-five (35) days after the receipt of said request, and if the Secretary-Treasurer shall neglect or refuse to issue such call, the Board of Directors or members making request may do so.

6. NOTICE; WAIVER: Notice of annual and special meetings of the members must be given in writing and must state the date, hour, place of the meeting and generally describe the nature of the business to be transacted. Such notice shall be delivered personally to, or deposited in the mail, postage prepaid, addressed at the last known address as shown on the books of the Association, to the owners or any one of one of the co-owners of each membership as shown on the books of the Association and shall be delivered or deposited in the mail at least ten (10) days prior to the date of the meeting.

In the event that a special meeting is called by the members as aforesaid, they shall notify the Secretary-Treasurer in writing of the time, place and purpose of the meeting in sufficient time to permit the Secretary-Treasurer to give notice to all members in accordance with these By-Laws.

Written waiver of notice signed by or attendance at a meeting by the owners or any one of the co-owners of a membership shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the failure to receive such notice or to defects in the notice.

7. QUORUM; VOTE REQUIRED; ADJOURNMENT: A majority of the membership entitled to vote represented in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership present in person or by proxy shall constitute a quorum at any meeting of the members. If a quorum is present, the action of a majority of the membership present and voting shall be the act of the members. If a quorum is not represented at a meeting, a majority of the membership present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting.

8. CERTIFICATES HELD: Membership certificates held in estates or trust may be voted by the administrator, executor, guardian, trustee, conservator or receiver thereof without such membership or title to the condominium unit being transferred to said person.

9. CONDUCT OF THE MEETING: The meeting will be conducted by the officers in order of their priority. The order of business shall be a call of the roll, a reading of the notice and proof of the call, report of officers, report of committees, unfinished business, new business, election of directors, and miscellaneous business.

#### ARTICLE V

#### INCORPORATION BY REFERENCE TO CONDOMINIUM DECLARATION

1. ARTICLE OF CONDOMINIUM DECLARATION INCORPORATED: Pursuant to Article X of the Articles of Incorporation of this Association, the Condominium Declaration for Broadway Estates Condominiums at Meridian

350 69

is hereby incorporated by reference and made a part of these By-Laws as if set out in full herein; including but not limited to articles entitled "Nature and Incidents of Condominium Ownership" (Article IV), "The Association" (Article VII), "Use of Condominiums" (Article X), "Certain Rights and Obligations of the Association" (Article VIII), and "Assessments" (Article IX). The said Declaration is annexed and appended hereto as Exhibit "A".

#### ARTICLE VI

##### CONTRACTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

1. CONTRACTS: The Board of Directors may authorize any officer of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by the Articles of Incorporation, or by the Condominium Declaration for Broadway Estates Condominiums at Meridian.

2. CONVEYANCES AND ENCUMBRANCES: Association property may be conveyed or encumbered by authority of the Board of Directors by resolution of the Board of Directors. Conveyances or encumbrances shall be executed by instrument by the President or a Vice President and by the Secretary-Treasurer of the Association.

3. CHECKS: All checks, drafts, notes and orders for the payment of money shall be signed by such persons as the Board of Directors may authorize.

4. FISCAL YEAR: The fiscal year or business year of the Association shall begin on the first day of January and end on the last day of December following.

5. RECORDS: The Association shall maintain accurate and correct books, records, and accounts of its business and properties, and they shall be kept at such places as is from time to time fixed and designated by the Board of Directors.

6. SEAL: The Board of Directors may adopt an Association seal of such design as may be appropriate.

#### ARTICLE VII

##### AMENDMENTS

1. BY-LAWS: These By-Laws may be amended, altered or repealed from time to time by a two-thirds (2/3) vote of the membership of the Association which also holds two-thirds (2/3) of the voting power of the Association in accordance with the provisions of Article VII of the Articles of Incorporation at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration, or repeal is to be considered.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, by the undersigned members of the initial Board of Directors of this Association.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONDOMINIUM DECLARATION FOR  
BROADWAY ESTATES CONDOMINIUMS at MERIDIAN, IDAHO  
Dated:  
Recorded:  
Instrument No.:

350 70

ARTICLE I. RECITALS AND CERTAIN DEFINITIONS.

Section 1.1 Declarant; Real Property. Lorin Saunders (together with his successors and assigns, collectively, the "Declarant") is the owner of that certain Real Property located in Ada County, Idaho, described in Exhibit A attached hereto and hereby made a part of the Declaration (the Real Property).

Section 1.2 Intention of Declarant. Declarant intends to provide for condominium ownership of the Real Property under the Condominium Property Act of the State of Idaho.

Section 1.3 Project. The term "Project" shall collectively mean the Real Property and any real property and all buildings and other improvements located thereon, which are annexed to this Declaration pursuant to Section 1.5 hereof. Diagrammatic floor plans of typical units, their dimensions and elevations are set forth on Exhibit A-1 attached hereto and made a part hereof by this reference.

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

Section 1.5 Annexation. Declarant may at any time, until January 31, 1983, add to the property which is covered by this Declaration all or any portion of the land then owned by Declarant located in the County of Ada and described in Exhibit "B" hereto. The total number of condominium units in the Project shall not exceed 100, and any annexation of additional property shall result in the completion of a minimum of 20 additional condominium Units in the first annexation, 30 Units in the second annexation and 30 units in the third annexation.

No rights of any character whatsoever to the land described in Exhibit "B" shall attach to any owner except as to the portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the Plan of Condominium ownership created by this Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, acting by and through its duly authorized officers, its successors or designee, and each of them singly, as attorney-in-fact, to shift the percentages of undivided ownership interest in the Common Areas appurtenant to each Unit to the percentages set forth in each

such Amended Declaration recorded pursuant to this paragraph 1.5. Each deed, mortgage, or other instrument with respect to a unit and the acceptance thereof shall be deemed a grant and acknowledgement of and consent to such power to each of said attorney-in-fact and shall be deemed to reserve to each of them the power to shift and reallocate from time to time the percentages of undivided ownership interest in the Common Areas appurtenant to each Unit to the percentages set forth in each such recorded Amended Declaration.

Each owner of a Unit, by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such Amended Declaration this is recorded, as follows:

A. The percentage of undivided ownership interest in the Common Areas appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage of undivided ownership interest in the Common Areas appurtenant to a Unit of an Owner is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded Amended Declaration.

B. Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of undivided ownership interest in the Common Areas appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested amount the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

C. A right of revocation is hereby reserved by the Declarant to so amend and reallocate the percentages of undivided ownership interest in the Common Areas appurtenant to each Unit.

D. The percentage of undivided ownership interest in the Common Areas appurtenant to each unit shall include and be deemed to include any additional Common Areas annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Areas and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas as such Amended Declarations are recorded.

E. The recording of each such Amended Declaration shall not alter the amount of the lien for expenses assessed to a Unit prior to such recording.

F. Each Owner by acceptance of the deed conveying his Unit, agrees for himself and all those who claim under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Condominium Property Act, and for purposes of this Declaration and the Condominium Property Act any changes in the respective

percentages of undivided ownership interest in the Common Areas as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Owners.

G. The declarant hereby reserves the right to amend this Declaration in such manner, and each owner agrees to execute and deliver such documents necessary or desirable, to cause the provisions of this paragraph 1.5 to comply with the Condominium Property Act, as it may be amended from time to time.

H. The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Areas contain and will contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. The maximum percentages of undivided ownership interest appurtenant to each Unit shall be a maximum of 8.32 percent and a minimum of 0.01 percent interest.

Upon the recording of a notice of addition of territory containing the provisions set forth herein (which notice may be contained within a Supplemental Declaration affecting such property), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of Broadway Estates Condominiums at Meridian; and thereafter the rights, privileges, duties and liabilities of the parties to this declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of lots and condominiums within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any supplemental declaration may provide a special procedure for amendment of any specified provision thereof, e.g. by a specified vote of only the owners of lots or condominiums within the area subject thereto. Any provision of a supplemental declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in Section 15.1 hereof.

1.6 Procedures for Annexation. Any portion of said property described in Exhibit "B" may be annexed to Broadway Estates Condominiums at Meridian by Declarant in the manner provided herein. The notice of additional territory referred to herein shall contain the following provisions:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the book or books of the records of Ada County, Idaho, and the page numbers where this Declaration is recorded.

B. A statement that the provisions of this Declaration shall apply to the added land as set forth herein.

C. An exact description of the added land.

D. A statement of the use restrictions applicable to the annexed property which restrictions may be the same or different from those set forth in this Declaration.

ARTICLE II. ADDITIONAL DEFINITIONS

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

Section 2.1 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to Section 8.8 hereof.

Section 2.2 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules adopted by the Architectural Committee pursuant to Section 8.8. hereof.

Section 2.3 Articles. "Articles" shall mean the Articles of Incorporation of Broadway Estates Condominiums at Meridian, which have been filed in the office of the Secretary of State of the State of Idaho.

Section 2.4 Assessments. "Assessments" shall mean assessments of the Association and includes both regular and special assessments.

Section 2.5 Association. "Association" shall mean Broadway Estates Condominiums at Meridian Association, Inc., an Idaho corporation, not for profit, its successors and assigns, organized as provided herein.

Section 2.6 Association Property. "Association Property" shall mean all real and personal property now or hereafter owned by or leased to the Association.

Section 2.7 Board. "Board" shall mean the Board of Directors of the Association.

Section 2.8 Building. "Building" shall mean one of the buildings constructed on the Real Property pursuant to this Declaration, excepting structures containing no living quarters and used primarily for automobile parking.

Section 2.9 By-Laws. "By-Laws" shall mean the By-Laws of the Association which have been or shall be adopted by the Board, as such By-Laws may be amended from time to time.

Instrument no.

Page 5

Section 2.10 Broadway Estates Condominiums at Meridian. "Broadway Estates Condominiums at Meridian" shall mean all that certain real property identified and described in Exhibit A to this Declaration as the same is now and as it may from time to time be developed and approved, together with such portion of the real property located in the County of Ada, State of Idaho, and described as Exhibit B, upon which a Supplemental Declaration shall have been recorded incorporating this Declaration and making such real property subject hereto as provided herein.

Section 2.11 Common Area. "Common Area" shall mean the entire Project (Including any portion thereof annexed pursuant to Section 1.5 hereof) excepting all units.

Section 2.12 Condominium. "Condominium" shall mean a condominium as defined in Section 55-101B of the Idaho Code, i.e. a separate interest in a Unit together with an undivided interest in common in the common Area (expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Section 4.1 hereof.

Section 2.13 Condominium Map. "Condominium Map" shall mean the Condominium Map for the Broadway Estates Condominiums at Meridian, filed for record in the office of the County Recorder of Ada County, Idaho consisting of a plat or\*survey map of the surface of the ground of the Real Property showing a survey and\* legal description thereof, the\* location of each Building 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 and vertical locations and dimensions of all boundaries of each Unit, Unit number identifying the Units, together with such other information as may be included thereon in the discretion of the Declarant.

Section 2.14 Condominium Project. "Condominium Project" shall mean a project as defined in Section 55-1503 (b) of the Condominium Act of the State of Idaho, i.e. a separate interest in a Unite, together with an undivided interest in common in the Common Area.

Section 2.15 Declarant. "Declarant" shall mean Broadway Estates Condominiums at Meridian, Idaho consisting of Lorin Saunders, owner

Section 2.16 General Common Area. "General Common Area" shall mean all common Area excepting all Limited Common Area.

Section 2.17 Improvement. "Improvement" shall mean all structures and appurtenances thereto to every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior airconditioning, water softener fixtures equipment.

Section 2.18 Limited Common Area. "Limited Common Area" shall mean that Common Area designated herein for exclusive use by Owners of particular Condominiums, as those terms are herein defined.

Section 2.19 Lot. "Lot" shall mean a portion of Broadway Estates Condominiums at Meridian which is a legally described parcel of real property or is designated as a lot or any recorded subdivision plat, whether or not improved. Lot shall not include any common area or condominium units.

Section 2.20 Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

Section 2.21 Mortgagee. "Mortgagee" shall mean 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 2.20, under which the interest of any owner, or successor to the interest of such Owner, is encumbered.

Section 2.22 Owner. "Owner" shall mean 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 2.23 Unit. "Unit" shall mean the separate interest in a Condominium as bounded by the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not part of a "unit"; bearing walls, columns, floors and roofs (except for the unfinished interior surface thereof, of a perimeter wall, floor or ceiling), foundations, clothes chutes, shafts, central heating systems, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flutes, chutes, conduits, wires, 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.

#### 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 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

Instrument No.  
Page 7

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. The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an Undivided Eight Three Three percent (8.33%) interest in common in the Common Area. The percentage of ownership interest in the Common Area which is to be allocated to each Unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purpose of liability as provided by Section 55-1515 of such Code shall be Eight Three Three percent (8.33%) per Unit. The Units are shown on the Condominium Map and are legally described as Units 1-12, inclusive. The undivided interest in the Common Area are hereby declared to be appurtenant to the respective Units.

Section 4.2 Limited Common Area. "Limited Common Area" shall consist of: balconies, porches, storage areas, automobile parking structures, apron and garages, and such other areas as may be designated on the Condominium Map. The balcony or balconies and the porch or porches adjoining a Unit, the automobile parking structure, apron and carport, and the lawn area attendant to the Unit as identified on the Condominium Map and the individual heating equipment, as referred to above, shall be used in connection with such Unit to the exclusion of the use thereof by the other owners of Common Area except by invitation.

Section 4.3 Right to Combine Units. Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Condominiums in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited 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 the Units. Such structural separations and such space shall automatically become General Common Area if the Combined Units become subject to separate ownership in the future.

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 of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Area appurtenant to such Unit shall always be conveyed, devised, encumbered, 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,

Instrument No.

Page 8

encumbrance or conveyance, respectively, of the entire Condominium; together with all appurtenant rights created by law or by this Declaration. Notwithstanding the foregoing, tenancy in common or jointownership of any Condominium may be partitioned by order of a court of competent jurisdiction.

Section 4.6 Partition not Permitted. The Common Area shall be owned in common by all owners of Condominiums, and no owner may bring any action for partition thereof.

Section 4.7 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each owner shall have the nonexclusive right to use and enjoy the General Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner or Owners.

Section 4.8 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each owner shall pay 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, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the rate of eight percent (8%) 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.

Section 4.9 Owner's Rights with Respect to Interiors.

Each owner shall have the exclusive right to paint, repair, tile, wallpaper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundary of this Unit and all walls, ceilings, floors and doors within such boundaries.

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 Repair, Maintenance and Emergencies.

Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the units. The owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Units or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency 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.

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 to the Limited Common Area designated for use in connection with 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, including the right to construct and maintain in the General Common Area maintenance and storage facilities for use by the Association.

Section 4.14 Declarant's Easements. The Declarant, and its successors, assigns, licensees and invitees, shall have a non-exclusive easement upon and to the Common Areas and Limited Common Areas as may be necessary to conduct its normal construction and sales activities during the construction of improvements. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of these restrictions by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary

structures, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area.

In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to, any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for a reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

Further, these restrictions shall not be construed as to prevent or limit Declarant's, its successors, assigns, licensees or invitees, right to maintain model homes, construction, sales, or leasing offices or similar facilities on any property in the Project owned by Declarant or the Association, nor Declarant's right to post signs incidental to construction and sales.

Section 4.15 Easements for Utilities. In order to adequately serve each Unit and the Common Area, utility facilities must be constructed and may encroach on Common Area, Limited Common Area or the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

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 4.10 4.11, 4.12, 4.13, 4.14, and 4.15 above, even though no specific reference to such easements or to those Sections appear 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 Condominium Map with appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Ada County, Idaho, in the following fashion:

Condominium Unit \_\_\_\_\_ as shown on the Condominium Map for Broadway Estates Condominiums at Meridian appearing in the Records of Ada County, Idaho, as Instrument Number \_\_\_\_\_, and as defined and described in that Condominium Declaration for Broadway Estates Condominiums at Meridian recorded in the Records of Ada County, Idaho, as Instrument Number \_\_\_\_\_.

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

ARTICLE VI. MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such 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 thereto. 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 By-Laws of the Association are attached hereto as Exhibit C and D, respectively, and hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium is held by more than one person, the membership related to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium is held. An owner shall be entitled to one membership for each 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 By-Laws 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, but a Mortgagee can only exercise such rights in the event it obtains title to such Condominium by foreclosure or by a proceeding or deed in lieu thereof.

Section 7.2 Voting Rights. The total number of votes which may be cast by all members of the Association shall be as set forth in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibit C and D, respectively, and each Owner shall be entitled to vote the same percentage of the total number of votes of the Association as such Owner's percentage interest in the Common Area as set forth in Section 4.1 hereof.

Section 7.3 Cumulative Voting. In any election of the members of the Board, every owner entitled to vote at such elections, shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled and voting upon other matters, multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected. Any

director may be removed from office by a vote of the majority of the members entitled to vote at an election of directors. If any of all directors are so removed, new directors may be elected at the same meeting.

Section 7.4 Transfer. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change 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 Section 55-1503 of the Idaho Code and shall administer the Project in Accordance with the Condominium property Act of such Code, the Articles of Incorporation and By-Laws of the Association and the provisions of this Declaration.

Section 8.2 The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition. The Association shall be responsible for the maintenance and repair of exterior surfaces of buildings and improvements 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 other Common Area, including utility lines, areas for access to any automobile parking structures constituting part of the Condominiums and all other improvements of materials located within or used in connection with the Common Area. The Association shall maintain in a proper, first class manner all landscaping and natural vegetation constituting part of the Common Area, including assuring the preservation of good vegetation. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area, as set forth in the first sentence in this Section. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article IX.

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

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,

Instrument No.  
Page 13

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 enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each Unit.

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 reasonably convenient to the operation of the Project 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 the 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 the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitations, assignment of particular portions of storage areas within the Common Area for exclusive use by Owners of particular Condominiums. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law. In addition, or as an alternative method of enforcing the Declaration (except as to a failure to pay assessments) and the aforesaid rules, the Board may, after a hearing of ten (10) days' written notice to any person violating the rules of the Association, suspend said person's voting rights during the period of such violation and/or right to use the recreational facilities owned by the Association, if any, for a period not to exceed thirty (30) days. In addition, the Association may, after such notice and hearing, request the Declarant to suspend for a period not to exceed thirty (30) days said person and his guests' right to use any or all recreational facilities owned by Declarant and available for use by Condominium Owners and Declarant agrees to honor such request.

Section 8.6 Right of Entry and Enforcement. The Association shall have the right, after twenty-four (24) hours' written notice to the Owner thereof, to enter, without being liable to such Owner, upon any Condominium for the purpose of enforcing by peaceful means the provisions of this Declaration or the Rules and Regulations adopted by the Association, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by the Declaration.

Instrument No.  
Page 14

Section 8.7 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 affectuate any such right or privilege.

Section 8.8 Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee, sometimes referred to as the "Architectural Committee", or "Committee", shall consist of three members. The following persons are hereby designated as the initial members of the Committee:

Lorin Saunders  
Wayne Saunders  
Bill Bethel

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

At any time until December 31, 1983, that Declarant is the owner of at least five percent (5%) of the aggregate of lots and Condominiums within the Project, Declarant shall have the right to appoint and remove all members of the Committee. At all other times the Board of Directors of the Association shall have the right to appoint and remove all members of the Committee.

Plans of all buildings, structures and improvements of any kind to be erected within the Project must be submitted to the Architectural Committee, which shall exercise the rights herein reserved. Completed plans and specifications of all proposed buildings, structures, and improvements of any kind, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Committee before any construction or alterations is started, and such construction or alteration shall not be commenced until written approval therefor is given by the Committee. The actions by the Committee may be wholly discretionary and shall be binding upon the owners of property within the Project. If said Committee does not approve or discharge said plans and specifications within thirty (30) days after the same have been submitted to it, such approval will not be required, and the provisions of this section will be deemed to have been fully complied with.

In the event of noncompliance with a decision of the Architectural Committee, the Architectural Committee shall notify the Board of Directors in writing of such noncompliance. The Board of Directors shall thereupon give notice of noncompliance to the owner in default and shall grant a hearing before the Board of Directors. The Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the owner does not comply with the Board ruling within such period, the Board, at its option, may either correct the noncomplying improvement or remedy the noncompliance, and the owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such exercises are not promptly repaid by the owner to the

Association, the Board shall levy an assessment against owner for reimbursement pursuant to Article IX hereof.

Neither the Committee or any member thereof shall be liable to the Association, or to any owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee's decisions shall be based solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with the building or other codes.

#### ARTICLE IX. ASSESSMENTS

Section 9.1 Agreement to Pay Assessment. Each Owner of any Condominium by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Declarant shall be exempt from liability for any assessment or charge of any nature until such time as the Units owned by Declarant are occupied.

Section 9.2 Amount of Total Periodic Assessments. The total periodic assessments against all Condominiums shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area or furnishing electrical, water, sewer and trash collection services, and other common services, to each Unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the Condominiums are separately assessed as provided in Section 4.8 hereof; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; wages for Association employees; legal and accounting fees; and deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration.

Section 9.3 Apportionment of Periodic 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, subject to the Declarant's exemption from liability set forth in Section 9.1 above.

Section 9.4 Notice of Periodic Assessments and Time for Payment Thereof. The Association shall make periodic assessments, which assessments may be annually, quarterly or monthly as the Association shall from time to time determine. The Association may, in its discretion, allow assessments to be paid in installments. Written notice of assessments shall be given to each Owner, which notice shall specify the amount of the assessment and the date of payment of the same. Each periodic assessment shall bear interest at the rate of eight percent (8%) 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 fifteen (15) days after such notice shall have been given.

Section 9.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy at any time 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. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Area owned by each. No special assessment in excess of \$1,000.00 may be levied by the Board without the prior consent of a majority of the Owners of Condominiums within the Project, given either in writing or by vote at a regular or special meeting of the Members of the Association. Notice in writing of the amount of such special assessments and the time for payment shall be given within thirty (30) days after the determination of levy of the special assessment. A special assessment shall bear interest at the rate of eight percent (8%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 9.6 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article or pursuant to other provisions of this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on such Condominium except only for: (a) valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority; (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in Ada County, Idaho real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor of materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Condominiums after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium. Such a notice shall be signed by the Association and may be recorded in the office of the County Recorder of Ada County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such 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 such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the Condominium which shall become due 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 Ada County, 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 encumbrancer holding a lien on a Condominium may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall report to any encumbrancer of a Condominium any unpaid assessment remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

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 9.7 Personal Obligation of Owner. The amount of any periodic or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without 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.

Instrument No.  
Page 18

Section 9.8 Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner of any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessment, if any, with respect to such Condominium, the amount of the current periodic assessment and, the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid 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 became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Condominium.

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

#### ARTICLE X. USE OF CONDOMINIUMS

Section 10.1 Residential. Each Condominium shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant. However, Declarant shall have the right to display to others for sale purposes a dwelling unit or units with the Owner's consent.

Section 10.2 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 in, or removed from, the Common Area except upon the prior written consent of the Association, except as provided in Sections 4.10, 4.11, 4.12, 4.13, 4.14 and 4.15 hereof.

Section 10.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof 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 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 in violation of any statute, rule, ordinance, regulation, permit or other validly imposed

Instrument No.

Page 19

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 or 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.

**Section 10.4 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.

**Section 10.5 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 10.6 Maintenance of Interiors.** Each owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceiling, 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 clean, sanitary and attractive condition, and shall keep the heating equipment and water heater serving his Unit exclusively in a good state of maintenance and repair.

**Section 10.7 Structural Alterations.** No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Area shall be done, by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

**Section 10.8 Parking Restrictions.** No vehicle not in an operating condition shall be parked or left on the property subject to this Declaration other than on an assigned parking space or pursuant to parking rules and regulations promulgated by the Association. The parking spaces shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of an automobile therein. No exposed storage shall be permitted anywhere on the property. Camper and boat storage in the Common Area shall be permitted only pursuant to Association rules and regulations.

**Section 10.9 Signs.** Except for signs as may be used by Declarant in connection with the sale of Condominiums, no sign of any kind shall be displayed to the public view without the approval of the Board Directors. Any "For Sale" or "For Lease" signs not more than three (3) feet by two (2) feet, plain white and black block letters, shall not require Board of Directors approval.

Section 10.10 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate and no odors shall be permitted to arise from the property so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Without limiting the generality of any of the following provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board of Directors.

Section 10.11 Outside Installations. No clothes lines, wiring or installation of air conditioning or other machines shall be installed on the exterior of the buildings or be allowed to protrude through the walls, the windows, or the roof of the building, unless the prior written approval of the Board of Directors is secured.

#### ARTICLE XI. INSURANCE

Section 11.1 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, naming the Association and the individual members therein as named insureds. 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.

(a) Casualty Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof 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 multiple family residential 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 practices.

(b) 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. 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.

Instrument No.  
Page 21

(c) 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 of employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance. The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery.

(e) 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 11.2 Optional Insurance. The Association may obtain the following types of insurance coverage, but it is not required to do so.

(a) Personal Property Casualty Insurance. The Association may in its discretion obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarant upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualties against which such insurance is obtained.

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

Section 11.3 Form. Casualty insurance shall be carried in a form or forms naming the Association the Insured as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit Number, the appurtenant undivided interest in the Common Area) and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagees which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner who requests it and to Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide 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

Instrument No.  
Page 22

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 acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project.

Section 11.4 Owner's Responsibility. Insurance coverage of the furnishings initially placed in the Unit by Declarant, unless the Association pursuant to Section 11.2 hereof elects to arrange for such casualty insurance, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, with respect to the Common Area, shall be the responsibility of the respective owners.

Section 11.5 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount 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 and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 13.4. 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 11.6 Owner's Own Insurance. Notwithstanding the provisions of Sections 11.1 and 11.2 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 XII. CASUALTY DAMAGE OR DESTRUCTION

Section 12.1 Affects Title. Title to each Condominium is hereby made subject to the terms and conditions hereof and the Master Declaration and Supplemental Declaration, 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 12.2 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 12.3 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 of 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 66-2/3% of the Owners are in agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article IX of this Declaration.

Section 12.4 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 12.5 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 or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 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 12.6 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

Instrument No.  
Page 24

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 12.7 Disbursement of Funds for Repa-r or Reconstructions. 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 12.8 Decision Not to Rebuild. If sixty-six and two-thirds percent (66-2/3%) of all Owners and one hundred percent (100%) of 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 13.4.

#### ARTICLE XIII. Obsolescence

Section 13.1 Adoption of a Plan. The record owners, as reflected on the real estate record of Ada County, Idaho, representing an aggregate record ownership interest of 85% or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in Ada County, Idaho, real estate records.

Section 13.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 13.3 Dissents from the Plan. An owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen days after the recordation of such plan. The Association shall then give written advice of such dissents to all the Owners within five days after the expiration of such fifteen - day period.

Within fifteen days of receipt of such notice from the Association, the record owners, representing an aggregate record ownership of more than 15% of the Units may cancel the plan by written instrument recorded in Ada County, Idaho, real estate records. If the plan is not cancelled, then the Condominium of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencing date each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five days after default by the other party appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such a person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Idaho, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten days after the failure of the two appraisers to agree, which, in any event, shall not be later than twenty days following the appointment of the second appraiser. The decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty days after decision of the appraisers and the Association as attorney-in-fact shall disburse the proceeds in the same manner provided in Section 13.4 of this Declaration. The obligation of the Association to make exceeding the obligations secured by liens on such Condominium, and upon the marketability of the title of the Owner. Owner shall furnish the Association an appropriate abstract of title or commitment for title insurance evidencing marketability of his title not less than fifteen days prior to the date set for completion of the sale.

The Association, pursuant to Article IX, hereof, may levy a special assessment sufficient to provide funds to pay for the Condominiums of the Dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominiums of such Owners.

Section 13.4 Sale of Obsolete Units The owners representing an aggregate ownership interest of 66-2/3% or more of the Units may agree that the Condominiums are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first mortgagee of record at the time such agreement is made. In such instance the Association

Instrument No.  
Page 26

shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the By-Laws. The sale proceeds shall be apportioned among the owners in proportion to each Owner's percentage interest in the Common Area, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective owner.

**Section 13.5 Distribution of Excess.** In the event amounts collected pursuant to Section 13.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to each Owner's percentage interest in the Common Area.

#### 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 hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to each Owner's percentage interest in the Common Area, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 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 compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

- (a) The total amount allocated to taking of or injury to the Common Area shall be apportioned equally among Owners.
- (b) The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned.
- (c) The respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and
- (d) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 13.4 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 assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XV hereof.

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

#### ARTICLE XV. REVOCATION OR AMENDMENT TO DECLARATION

##### Section 15.1 By Declarant.

A. Until Declarant has sold ninety-five percent (95%) of the Condominiums in the Project or December 31, 1983, whichever occurs first, and except as set forth in B, below, the provisions of this Declaration may be amended only by

Declarant; provided, however, that no such amendment shall be effective without either written consent of fifty-one (51%) or more of the Owners (including Declarant), or the affirmative vote of fifty-one percent (51%) or more of the Owners (including Declarant) taken at a regular or special meeting of the Association. Any amendment hereunder shall be effective only upon recordation with the Ada County Recorder of:

- (1) An instrument in writing signed and acknowledged by Declarant setting forth the amendment; and
- (2) An instrument in writing signed and acknowledged by the president and secretary of the Association certifying that the Board has received written consent to such amendment or a vote approving such amendment by fifty-one percent (51%) of the Owners.

B. Notwithstanding the above, (a) any amendment during such time as Declarant owns fifty-one percent (51%) or more of the Condominiums subject to this Declaration; or (b) any amendment to a Supplemental Declaration recorded by Declarant pursuant to Section 1.5 hereof, which amendment is made during such time as Declarant owns fifty-one percent (51%) or more of the Condominiums on the property so annexed shall not require a notice of hearing and shall be effective upon recordation with the Ada County Recorder of an instrument in writing signed and acknowledged by Declarant setting forth the amendment.

Section 15.2 By Owners. After Declarant has sold ninety-five percent (95%) of the Condominiums in the Project or December 31, 1981, whichever occurs first, and except as hereafter provided, the provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least fifty-one percent (51%) of the Owners of the Condominiums, and such an amendment shall be effective upon its recordation with the Ada County Recorder; provided further that the provisions of Sections 1.5, 8.8 and 9.5 hereof or of any portion or all of this Article XV must be approved by a vote or written consent of at least sixty-six and two-thirds percent (66-2/3%) of the Owners of the Condominiums.

Section 15.3 Protection of Beneficiaries. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a Condominium made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Condominium shall remain subject to this Declaration, as amended.

ARTICLE XVI. PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration is revoked in the manner provided in Article XV of this Declaration or until terminated in the manner provided in Articles XIII (obsolescence) or XIV (Condemnation) of this Declaration.

ARTICLE XVII. MISCELLANEOUS

Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association. Each owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws 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. 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. 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 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 interests, 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, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 17.7 Construction by Declarant. Nothing in this Declaration nor any action taken by the Association shall limit the right of Declarant to complete construction of improvements to the Common Areas and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit nor shall any action of the Association limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Project additional easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project. Prior to the acquisition of title by purchasers of ninety-five percent (95%) of the Units of the Project, Declarant reserves the right to alter its construction plans and designs as it deems appropriate.

Section 17.8 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 executed on this 17th day of November.

BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN

By John Saunders

By \_\_\_\_\_

CONSENT TO RECORDATION OF  
CONDOMINIUM DECLARATION

THE UNDERSIGNED, being the holder of a recorded security interest in the property described in the Condominium Declaration to which this Consent is attached and Broadway Estates Limited Partnership, Lorin Saunders, General Partner being owner of the property described in the Condominium Declaration for Broadway Estates Condominiums at Meridian to which this Consent is attached, hereby agree and consent to the recording of the Condominium Declaration, Articles of Incorporation and By-Laws pursuant to Title 55, Chapter 15, Sections 1 through 27 of the Idaho Code Annotated.

DATED November 17, 1977.

BROADWAY ESTATES Limited Partnership

By Lorin Saunders

STATE OF IDAHO )  
: ss,  
County of Ada )

On this 17th day of November, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Lorin Saunders, known to me to be the person whose name is subscribed to the within instrument, and known to me to be the duly authorized agent of Broadway Estates Limited Partnership and acknowledged to me that he 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.

Harold O'Brien  
Notary Public for Idaho Residing at  
Boise, Idaho

350 101

CERTIFICATE OF CONSENT TO RECORDATION

The undersigned, the holder of a recorded security interest in the property described in "Exhibit A" to the Condominium Declaration for Broadway Estates Condominiums at Meridian, Idaho, to which this Certificate is attached, hereby consents to the recordation of the Condominium Declaration for Broadway Estates Condominiums at Meridian, Idaho.

This Certificate of Consent is solely for the purpose of compliance with Idaho Code §55-1504(c) (iii), which is a portion of the "Idaho Condominium Act". By signing this Certificate, the undersigned does not subordinate or agree to subordinate in the future its above-described security interest to any person or lien, including but not limited to, any lien or interest established by the Declaration or any subsequent lien or interest in the above-described property.

Dated: November 17, 1977.

EQUITABLE SAVINGS & LOAN ASSOCIATION

By Jerry Condray  
By Vice President

STATE OF IDAHO }  
County of Ada } ss.

On this 17th day of November, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry Condray xxxx, known to me to be the Vice-President xxxx of Equitable Savings & Loan, and acknowledged to me that they executed the within instrument for and on behalf of said association.

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

Notary Public for Idaho  
My commission expires: 1-15-81

LEGAL DESCRIPTION  
FOR  
BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN

A plat of land which is a portion of lots 1 & 2, Westlawn Subdivision in Sec 12, T.3N., R1W., B.M., Ada County, Idaho more fully described as follows:

Beginning at the Center of Sec. 12, T3N, R1W, B.M. thence running South along the center section line of the above said section a distance of 349.18 ft to the point of intersection with the South right-of-way line of Idaho Ave. which is the Real Point of Beginning; thence running South along the centerline of the above said section a distance of 280.82 ft. to the point of intersection with the North right-of-way line of Broadway Ave.; thence running S89° 57' 30" W a distance of 114.98 ft. along the North right-of-way line of Broadway Ave. to the point of intersection with the East right-of-way line of 8th St.; thence running North along the East right-of-way line of 8th St. a distance of 280.82 ft. to the point of intersection with the South right-of-way line of Idaho Ave.; thence running N89° 57' 30" E along the South right-of-way line of Idaho Ave. a distance of 114.99 feet to the Real Point of Beginning.

The above described property contains 0.74 acre more or less and is subject to right-of-way and easements in use and of record.

\*

Exhibit "A" to Condominium Declaration for  
Broadway Estates Condominiums at Meridian

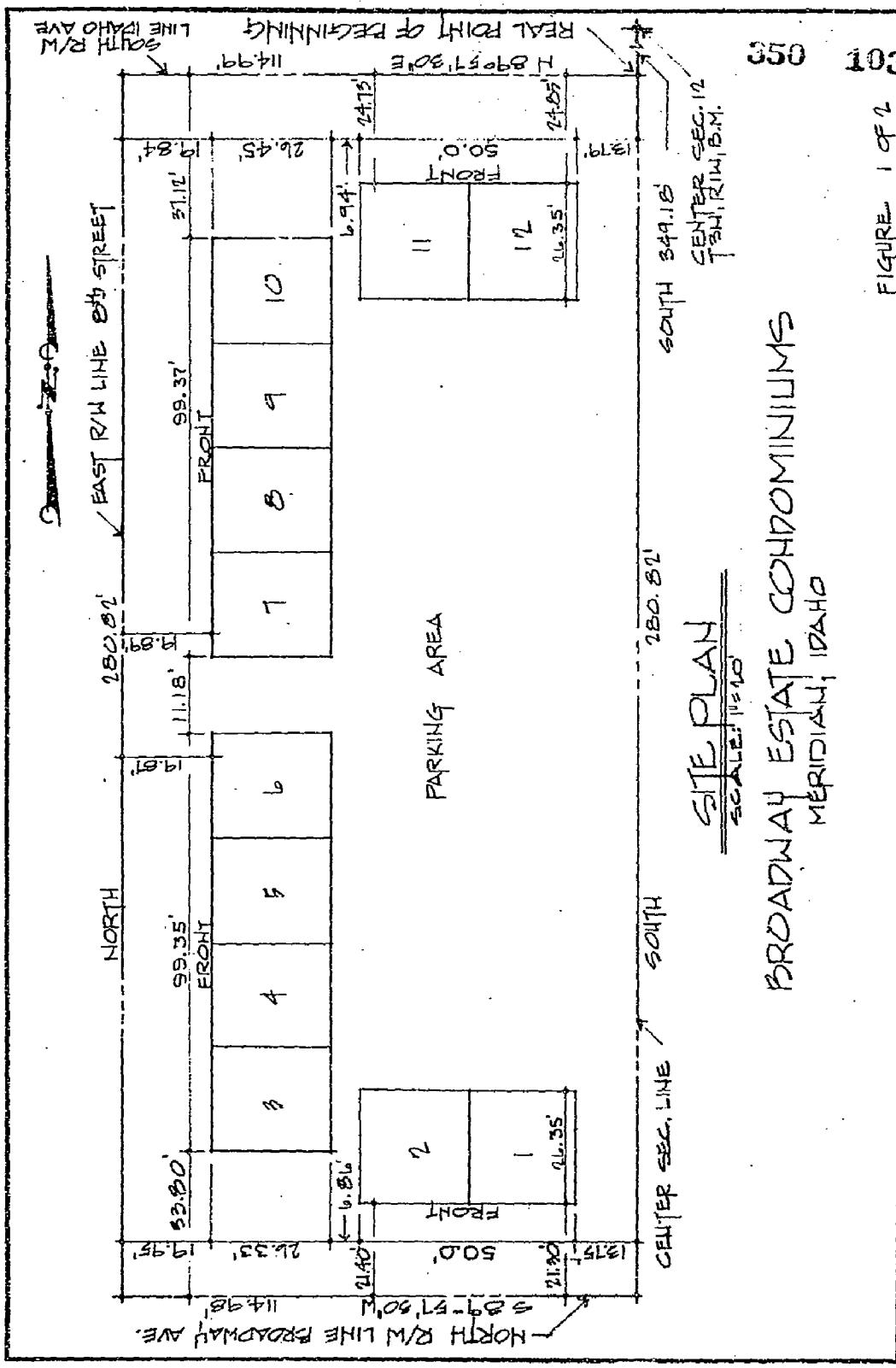
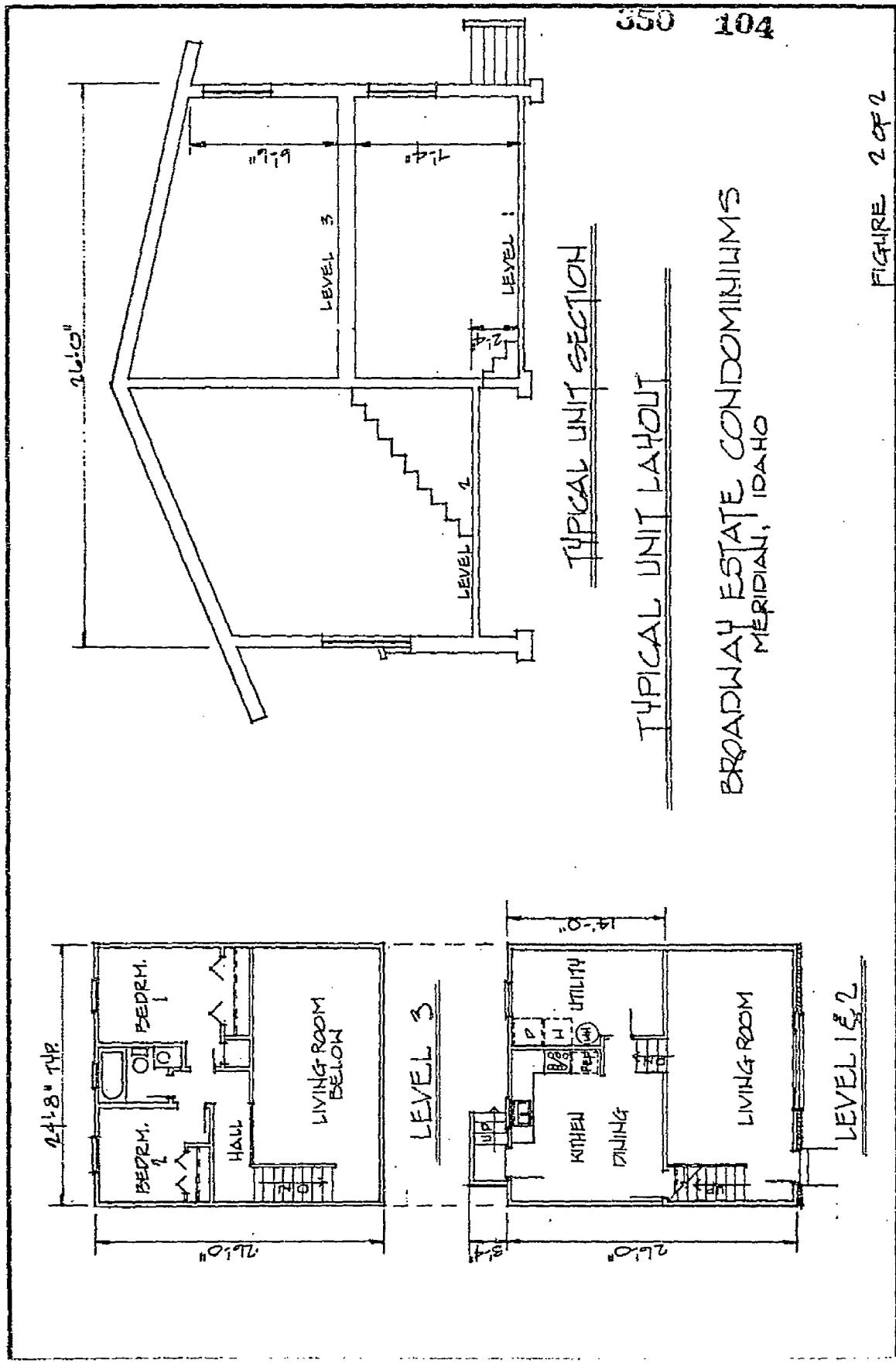


FIGURE 1 OF 2 03

550

103

**BROADWAY ESTATE CONDOMINIUMS**  
MERIDIAN, IDAHO



LEGAL DESCRIPTION FOR LAND PLANNED FOR ANNEXATION TO  
BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN

Exhibit "B" to Condominium Declaration for Broadway Estates Condominiums at Meridian

A part of Lots 1 and 2 of Westlawn Subdivision according to the official Plat thereof filed in book 2 of plats at page 94, records of Ada County, Idaho.

Commencing at the N. E. corner of Lot 1 thence W, 120 feet along the S. line of W. Pine Ave. thence S. 125 feet to the Real Point of Beginning:

Thence continue S. 412.19 feet;

Thence W. 528.40 feet;

Thence N. 412.19 feet;

Thence 528.40 feet to the Real Point of Beginning.

Except a parcel in the N. W. corner thereof which is 135 feet E and West and 335.07 Ft. N. and S.

Together with an easement of access for purposes of right of way across the following described property:

A part of the E  $\frac{1}{2}$  of Lot 2 of Westlawn subdivision according to the official plat thereof filed in book 2 of plats at page 94, records of Ada County, Idaho described as follows:

Commencing at the N. E. corner of Lot 1, Westlawn Subdivision thence W. along the W. side of W. Pine Ave. and the N line of said Lots 1 and 2, a distance of 524.4 feet, thence S. 165 feet thence W 45 feet, thence N 165 feet thence E. 40 feet to the Real Point of Beginning

and

A portion of Lots 1 and 2 of Westlawn Subdivision according to the official plat thereof filed in book 2 of plats at page 94, records of Ada County, Idaho.

Commencing the the center of Section 12, T3N, R1W, B.M., thence S. along the mid section line on the Easterly boundary line of said Lot 1, 563 feet to the Real Point of Beginning:

Thence S. along the mid Section line on the Easterly boundary line of said Lot 1, 423 feet to the S. Easterly corner of lot 1 of said Westlawn Subdivision;

Thence N 89°5'10" W along the southerly boundary line of said lots 1 and 2 654.40 feet to the steel pin;

Thence N parallel to the easterly boundary line of said lot 1, 418.81 feet to a steel pin;

Thence S. 89°5'10" East parallel to the southerly boundary line of said lots 1 and 2 526.40 feet to a steel pin;

Thence N. parallel to the Easterly boundary line of said Lot 1, 4.19 feet

Thence S 89°5'10" E. parallel to the southerly boundary line of Lots 1 and 2, 126 feet to the Real Point of Beginning, said parcel is 6.303 acres more or less and is subject to easements of record.

Exhibit "B" to Condominium Declaration for  
 Broadway Estates Condominiums at Meridian

## ARTICLE OF INCORPORATION

OF

## BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENT: That we, the undersigned, each being a natural person of full age and a citizen of the United States of America, have voluntarily and do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Idaho, Idaho Code, Title 30, Chapter 1, Section 117A. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN ASSOCIATION, INC.

ARTICLE II

The period of existence and the duration of the life of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit membership corporation.

ARTICLE IV

The location and post office address of the registered office of this shall be \_\_\_\_\_ Ada County, Idaho.

\* ARTICLE V

This corporation is formed to be a Management Body as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code, Title 55, Chapter 15 and its powers are and shall be consistent with the provisions of this Act.

ARTICLE VI

A. The nature of the business and the object and purpose of this corporation shall be as follows:

(1) This corporation (hereinafter referred to as the "Association") shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that certain Condominium Declaration for Broadway Estates Condominiums at Meridian (hereinafter referred to as the "Declaration") to be executed by Lorin Saunders, owner, which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the office of Ada County, State of Idaho, together with a certified copy of these Articles of Incorporation appended thereto.

350 107

(2) The Management Body shall have the power to have exercise and enforce all rights and privileges, all duties, obligations and responsibilities of a Management Body as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed or, if amended, as amended. The Management Body shall have the power to adopt and enforce rules and regulations covering the use of any condominium project or any area or units thereof, to levy and collect the annual and special assessments and charges against the condominiums and the members thereof and in general to assume and perform all the functions to be assumed and performed by the Management Body as provided for in the Declaration. It shall have the power to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entities as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement executed by the Association with respect thereto. The Management Body shall actively foster, promote, and advance the interest of owners of condominium units within the condominium project.

B. In addition to the foregoing, where not inconsistent with either the Idaho Condominium Property Act (Chapter 15, Title 55, Idaho Code) or Title 30, Idaho Code, the Association shall have the following powers:

(1) The authority set forth in Title 30 of the Idaho Code relating to the organization and conduct of general business corporations.

(2) To buy, sell, acquire, hold or mortgage or enter into security agreements, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares and merchandise of every kind, nature and description.

(3) To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings, and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount.

(4) To borrow money, to draw, make, accept, enforce, transfer and execute promissory notes, debentures and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this Association.

(5) To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the Association, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors, trustees or otherwise, and either alone or in connection with any firm, person, association or corporation.

(6) The foregoing clauses are to be construed both as objects and powers. As hereby expressly provided, an enumeration herein of the objects, powers and purposes shall not be held to restrict in any manner the general powers of the Association. The Association shall have the power to do all acts that are necessary and convenient to obtain the objects and purposes herein set forth to the same extent and as fully as any natural person could or might do, within the framework of the Idaho Condominium Property Act, these Articles of Incorporation, and the general corporation laws of the State of Idaho.

#### ARTICLE VII

##### MEMBERSHIP CERTIFICATES, VOTING POWER, AND DETERMINATION OF PROPERTY RIGHTS AND INTERESTS

A. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the Association.

B. There shall be one membership in the Association for each condominium in Broadway Estates Condominiums at Meridian as established in the Declaration; the total number of memberships shall be not more than one hundred (100). The members of the Association must be and remain owners of condominiums within the project set forth in the Declaration to be recorded in Ada County, State of Idaho, and the Association shall include all owners of condominiums within the project. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

C. No person or entity other than an owner may be a member of the Association. A member shall not assign or transfer his membership certificate except in connection with the transfer or sale of a condominium. Every person or entity who is an owner of any condominium unit included in any condominium project for which the Association has been or may be designated as a Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a condominium unit. Membership in the Association is declared to be appurtenant to the title of the condominium unit upon which such membership is based and automatically shall pass with the sale or transfer of the title or the unit. Members shall not have pre-emptive rights to purchase other memberships in the Association or other condominium units in the project.

D. The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the "common area" of the condominium project described in the Declaration, as the term "common area" is defined in Section 55-1503 of the Idaho Code; therefore, the voting rights of each member owner will not in all cases be equal. The Declaration, or an exhibit attached thereto, shall set forth the percentage interest of each member in the "common area" which interest depends upon the number and type of condominium units. The voting rights and interests of new members shall

be determined in the same way as such percentage interests and rights were determined for old members.

E. The total number of votes that attach to membership certificates to be voted shall be exercised by the members of the Association from and after the date of the incorporation. Each member shall be entitled to vote the same percentage of the ten thousand (10,000) votes as his given percentage in the "common area".

#### ARTICLE VIII

Each member shall be liable for the payment of assessments provided for in the Declaration and for the payment and discharge of the liabilities of the Association as provided for the Declaration, the Idaho Condominium Property Act (Title 55, Chapter 15) and as set forth in the By-Laws of the Association.

#### ARTICLE IX

The By-Laws of this Association may be altered, amended, or new By-Laws adopted by any regular or any special meeting of the Association called for that purpose by the affirmative vote of two-thirds (2/3) of the members present at such meeting.

#### ARTICLE X

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the Association and the members thereof including the liability of the members for the payment of assessments, the By-Laws may incorporate by reference the provisions of the Declaration recorded in Ada County, State of Idaho, provided that a true and correct copy of such Declaration is attached to and made a part of the By-Laws of the Association.

#### ARTICLE XI

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three; however, the By-Laws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine or less than three.

#### ARTICLE XII

The names and post office address of the incorporators and membership of each are as follows:

Name

Address

Membership

110

IN WITNESS WHEREOF, we have hereunto set out hands and seals this  
day of \_\_\_\_\_,

Lorin Saunders

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17<sup>th</sup> day of November before me, the undersigned, a Notary Public  
in and for said State, personally appeared LORIN SAUNDERS  
known to me to be the persons whose  
names are subscribed to the within instrument, and acknowledged to me that  
they executed the same, and that they were persons over the age of twenty-  
one years and citizens of the United States of America.

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

Richard O. Bittel

Notary Public for Idaho Residing  
at Boise, Idaho

APPROVED AND ADOPTED This 17th day of November, 1977, by the undersigned, they being the incorporators of BROADWAY ESTATES CONDOMINIUMS AT MERIDIAN ASSOCIATION, INC.

John Saunders

STATE OF IDAHO, COUNTY OF ADA, ss. PLANNING COMMISSION

Filed for record at the request of

00 Min. past 9 o'clock A.M. this 18th day of November, 1977.

CLARENCE A. PLATTING, Chairman

By Patricia J. Johnson, Deputy

\$48.00