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**CONDOMINIUM DECLARATION
FOR THE
AIKENS PLAZA CONDOMINIUMS**

(A Mixed-Use Condominium Project)

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE AIKENS PLAZA CONDOMINIUMS SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS THEREIN.

**CONDOMINIUM DECLARATION
FOR THE AIKENS PLAZA CONDOMINIUMS**

(A Mixed-Use Condominium Project)

THIS CONDOMINIUM DECLARATION FOR THE AIKENS PLAZA CONDOMINIUMS (this "Declaration") is made effective as of the 16 day of Feb., 2024, by Roth Construction, Inc., an Idaho corporation ("Declarant").

ARTICLE 1. PROPERTY AS MIXED-USE CONDOMINIUM PROJECT.

Declarant is the owner of that certain real property located in Ada County, Idaho, legally described on Exhibit A, attached hereto and fully incorporated herein by this reference ("Property"). The Property is shown on the Aikens Plaza Condominiums plat, recorded in the official records of Ada County, Idaho, a copy of which is attached hereto as Exhibit B, and fully incorporated herein by this reference ("Plat"). The Property, together with all the improvements and structures now or hereafter placed on the Property, shall hereinafter be referred to as the "Project".

Declarant, being the record owner of the Property, makes this Declaration for the purpose of submitting the Property and Project to the condominium form of ownership and to the provisions of the Condominium Act, as defined below. Declarant declares that the Project shall be owned, held, used, conveyed, encumbered, leased, occupied and improved subject to the Condominium Act, as well as the covenants, conditions, restrictions, reservations and easements stated in this Declaration, the Articles and Bylaws, all of which are in furtherance of the division of the Property into condominium units and common area and facilities, and shall be deemed to run with the land and be a burden and benefit to the Project, as well as Declarant and all persons who own or acquire an interest in the Project, and their grantees, successors, heirs, executors, administrators and assigns.

The Project consists of both commercial and residential Condominiums, with specific terms and restrictions applicable to each.

ARTICLE 2. ADDITIONAL DEFINITIONS.

2.1 "Articles" mean the articles of incorporation of the Association, a certified copy of which is attached hereto as Exhibit C, and fully incorporated herein by this reference.

2.2 "Assessments" mean Regular, Special and Limited Assessments.

2.3 "Association" means the Aikens Plaza Condominium Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

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

2.5 "Board" means the board of directors of the Association.

2.6 "Building" means the only building on the Property as shown on the Plat.

2.7 "Bylaws" mean the bylaws of the Association, a copy of which is attached hereto as Exhibit E, and fully incorporated herein by this reference.

2.8 “Commercial Units” means Commercial Units C-1 through C-3 as shown on the Plat. The Commercial Units are located on the ground floor of the Building. The Commercial Units may be referred to herein individually as a Commercial Unit.

2.9 “Common Area” means the common area and facilities described in Section 3.7 hereto. For the purposes of this Declaration, references to Common Area shall include Limited Common Area where applicable.

2.10 “Condominium” means 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 Exhibit D attached hereto and fully incorporated herein by this reference), together with all appurtenances.

2.11 “Condominium Act” means the Condominium Property Act of the State of Idaho (Idaho Code Sections 55-1501 through 55-1528), as amended from time to time.

2.12 “Condominium Documents” means this Declaration, the Articles, the Bylaws, the Plat and the Association Rules.

2.13 “Fire Suppression System” means that certain fire suppression system constructed by Declarant throughout the Building, including, without limitation, the fire riser room. The Fire Suppression System is a portion of the Common Area.

2.14 “Garage Units” mean Units G-21 through G-24 and G-31 through G-34 located on the ground floor of the Building as shown on the Plat. The Garage Units may be referred to herein individually as a “Garage Unit”. The Garage Units are a portion of, and may not be separated from, their respective Residential Units.

2.15 “Grease Trap” means that certain grease trap located in the parking lot south of, and adjacent to, Commercial Unit C-1.

2.16 “Irrigation System” means that certain irrigation water system described in Section 5.18.

2.17 “Limited Assessments” means an Assessment levied against a particular Owner by the Association for costs and expenses incurred by the Association caused by the specific acts or omissions of an Owner, and/or his/her/its family members, invitees, licensees, tenants and/or customers, as more particularly described in Section 9.6 herein.

2.18 “Limited Common Area” means those portions of the Common Area designated for the exclusive use of an Owner to the exclusion, limitation or restriction of other Owners. The current Limited Common Area within the Property shall consist of 1) the patios adjacent to each Commercial Unit as depicted on the Plat, 2) signs erected on the Building or placed on the Property solely for the benefit of a particular Commercial Unit Owner, and 3) the balconies adjacent to each Residential Unit as depicted on the Plat (other than any and all personal property located thereon).

2.19 “Member” means each person or entity holding a membership in the Association.

2.20 “Mortgage” means any recorded mortgage, deed of trust or other security instrument by which a Condominium is encumbered.

2.21 “Mortgagee” means the beneficial owner, beneficiary, or the designee of the beneficial owner, of an encumbrance on a Condominium created by a Mortgage.

2.22 “Owner” means the legal owner of a Condominium including Declarant.

2.23 “Reciprocal Access Easement” means that certain Reciprocal Access, Use and Maintenance Easement Agreement recorded in the real property records of Ada County, Idaho, as Instrument Number 2021-160371, as amended.

2.24 “Regular Assessment” means an Assessment by the Association to provide for the payment of all expenses arising from or connected with the Project as a whole, as more particularly described in Section 9.4 herein.

2.25 “Residential Units” collectively mean Units R-21 through R-24 and R-31 through R-34 located on both the second and third floors of the Building as shown on the Plat, as well as their corresponding Garage Units (by way of example, Unit R-21 and Garage Unit G-21 comprise Residential Unit R-21). The Residential Units may be referred to herein individually as a “Residential Unit”.

2.26 “Special Assessment” means an Assessment by the Association for the purposes of a) defraying, in whole or in part, the costs of any new acquisitions and/or new capital improvements, b) unexpected or extraordinary repair, maintenance or replacement of the Project or any part thereof, or c) any deficiency in Regular Assessments.

2.27 “Temporary License Agreement” means that certain Temporary License Agreement by and between the Ada County Highway District and Declarant, recorded in the real property records of Ada County, Idaho, as Instrument Number 2021-16048.

2.28 “Transition Date” means the date upon which the authority and responsibility to administer and manage the Association and the Project passes to the Association. Declarant may transfer title to all Condominiums without triggering the Transition Date.

2.29 “Unit” means the interior of each of the Commercial Units and Residential Units contained within the Building as further detailed in Section 55-1509 of the Condominium Act.

2.30 “Utility Rooms” collectively mean the gas meter alcoves, electrical closets and janitorial closets located within the Building or on the Property. The Utility Rooms are a portion of the Common Area.

ARTICLE 3. CONDOMINIUM OWNERSHIP.

3.1 Ownership Interest. The Property is hereby divided into Condominiums, each consisting of a separate interest in a Unit and an undivided interest in the Common Area. The percentage ownership interests in the Common Area allocated to each Condominium for purposes of this Declaration are set forth in the attached Exhibit D.

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

3.3 Separation Not Permitted. No part of a Condominium or of the legal rights comprising ownership of a Condominium may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common

Area appurtenant to such Unit shall always be conveyed, devised, encumbered, transferred and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium shall be presumed to be a disposition of the entire Condominium together with all appurtenant rights, created by law and this Declaration.

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

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

3.6 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right to maintain, finish, refinish and decorate the interior to his/her/its Unit.

3.7 Common Area. The Common Area shall mean the entire Project, other than the Units, including, without limitation:

- (a) the Property described in Exhibit A;
- (b) the roof, roof membrane, stairs, hallway corridors, elevator, exterior Building walls, columns, floors, foundations, studding, joists, beams, supports and other central services and pipes, ducts, wires, conduits, and other utility installations not exclusively serving any one Unit;
- (c) all Common Area shown and/or described on the Plat;
- (d) all paved surfaces, parking areas, parking signs (including handicap signage) and landscaping;
- (e) Utility Rooms;
- (f) fire place flues;
- (g) Fire Suppression System;
- (h) Irrigation System;
- (i) east entry awning;
- (j) emergency responder's knock box;
- (k) all common signage associated with the Project, including, without limitation, signs associated with the trash enclosure and fire lanes; and
- (l) all other items ordinarily considered Common Area pursuant to the Condominium Act.

ARTICLE 4. EASEMENTS.

4.1 Easements for Encroachments. Each Unit and all Common Area are hereby declared to have an easement over all adjoining Units and Common Area for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the Property, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units, areas and facilities so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner of said Unit. The encroachments described in

this Section shall not be construed to be encumbrances affected in the marketability of title to any Condominium.

4.2 Owner's Right to Ingress, Egress and Support. Each Owner shall have the unrestricted right of ingress and egress to his/her/its Unit, which right shall be perpetual and appurtenant to such Unit. **Each Unit and Unit Owner has an easement in and through each other Unit and Common Area for all support elements (including trusses) and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Project.** In addition, each Unit and all the Common Area are specifically subject to easements as required for the electrical wiring and plumbing for each Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate any easement incident to a condominium grant under the provisions of the Condominium Act.

4.3 Association's Use of Common Area. The Condominium Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform its duties and functions pursuant to this Declaration, including the right to grant access easements, utility easements, alter the Common Area, and construct and maintain maintenance and storage facilities in the Common Area for use by the Association.

Notwithstanding anything in this Declaration to the contrary, although the Utility Rooms, Fire Suppression System and fireplace flues are a portion of the Common Area, no Owner, nor his/her/its family members, invitees, licensees, tenants or customers, shall have access to, or the use of, these portions of the Common Area. Access to, and use of, the Utility Rooms, Fire Suppression System and fireplace flues are reserved solely to Declarant and the Association. The Association shall be responsible for the operation and maintenance of the Utility Rooms, Fire Suppression System and fireplace flues.

4.4 Easement Specifically Reserved by Declarant. Declarant reserves an access easement over, across, and through the Common Area for the purpose of completing any unfinished Units or other improvements and exhibiting and preparing Units for sale and for the purposes of developing any contiguous land owned by Declarant.

4.5 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon the Property for the proper performance of their respective duties.

4.6 Recorded Easements/Assignment of Duties. The Property, and all portions thereof, shall be subject to all easements shown on the Plat and to any other easements of record, including, without limitation, the Reciprocal Access Easement. **To the extent Declarant has any maintenance, payment and/or other obligations contained in the Reciprocal Access Easement, such maintenance, payment and other obligations are hereby assigned to the Association. To the extent the Association incurs any costs or expenses associated with such obligations, such costs and expenses shall be passed onto the Owner's in the form of Assessments.**

ARTICLE 5. GENERAL USE OF UNITS AND CONDOMINIUMS.

5.1 Use of Common Area (Including Limited Common Area). Subject to the remaining terms contained in this Declaration, each Owner shall have the right to use the Common Area in common with all other Owners. The right to use the Common Area shall extend not only to each Owner, but also to his/her/its family members, invitees, licensees, tenants and/or customers. **Notwithstanding the foregoing, the right to use any Limited Common Area adjacent to a particular Commercial Unit or**

Residential Unit, shall be limited to the Owner(s) of such Unit, as well as his/her/its family members, invitees, licensees, tenants and/or customers (by way of example, the Limited Common Area adjacent to Commercial Unit C-3 as shown on the Plat, may only be used by the Owner of Commercial Unit C-3, as well as his/her/its family members, invitees, licensees, tenants and/or customers).

There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Board. Nothing shall be altered on, planted in, constructed on, or removed from the Common Area except upon the prior written consent of the Board. **Notwithstanding any of the foregoing, the restrictions and prohibitions in the prior sentence shall not be applicable to the Limited Common Area.**

5.2 Maintenance of Units. Each Unit Owner shall, at the Owner's sole expense: (1) keep the interior of said Owner's Unit and its equipment, appliances, fixtures, furniture and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair, (2) do all interior decorating and interior painting at any time necessary to maintain the good appearance and condition of his/her/its Unit, and (3) maintain, repair and/or replace any and all utility fixtures (including, without limitation, plumbing fixtures, water heaters, fans, HVAC equipment, electrical fixtures and appliances) which are in the Unit or portions thereof that serve that Unit only.

5.3 Maintenance of Common Area. Subject to Sections 5.2, 6.5 and 7.4, in order to preserve a uniform exterior appearance of the Project, the Board shall provide for the maintenance, repair and replacement of the Common Area, including, without limitation, Limited Common Areas and the exterior of the Building. No Owner may modify or decorate the Project, including, without limitation, Limited Common Areas, the Building exterior, and screens, doors, awnings or other portions of any Unit visible from outside the Unit, without the prior written consent of the Board, and/or in accordance with any Association Rules. No exterior radio or television antennae or satellite dishes may be installed without the prior written consent of the Board.

Notwithstanding the foregoing, day to day cleaning and janitorial services associated with Limited Common Areas shall be the responsibility of the Owner using the same, at such Owner's sole expense.

5.4 Leases. Any lease or rental agreement 1) cannot be for a term less than thirty (30) days; provided, however, that this restriction does not apply to Declarant, 2) must be in writing, 3) must be provided to the Board (or a signed copy thereof) and 4) must provide that its terms shall be subject in all respects to the Condominium Documents and that any failure by the tenant to comply with such Documents shall be a default under the lease or rental agreement. If any lease or other rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease or other rental agreement and binding upon the Unit Owner and the tenant by reason of their being stated in this Declaration. If notified to do so by the Board, an Owner must immediately evict a tenant in violation of the Condominium Documents.

In order to develop and maintain consistent tenants through-out the Residential Units, all Residential Unit leasing activities, including, without limitation, showings, leasing, rent collections, evictions, etc., regardless of the Owners of the Residential Units, shall be conducted by one residential leasing property management company chosen by the Association. The Association shall enter into a contract with such residential leasing property management company with a term no greater than two years and with appropriate provisions whereby the Association can terminate the contract at any time for cause.

Such residential leasing property management company shall make all tenants aware of, and abide by, all of the terms contained herein, including, without limitation, a covenant in each lease whereby all tenants agree and acknowledge that they have received copies of this Declaration, Plat and Association Rules, and that they will abide by all terms and Restrictions contained therein.

Each Owner, by accepting a deed to any Residential Unit, agrees to abide by this Section and to execute, acknowledge and deliver to the Association or residential leasing property management company such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the intent of this Section.

5.5 Offensive Activities. No noxious or offensive activity, including, without limitation, disruptive and/or excessive noise (including barking dogs), shall be carried on in any Unit or Common Area, nor shall anything be done therein that may be or become any annoyance or nuisance to other Owners. The Board, in its sole discretion, shall have the right to determine if any activity is noxious, offensive, annoying and/or a nuisance.

5.6 No Hazardous Activities. No activities shall be conducted within the Project which are or might be unsafe or hazardous to any person or property, including any open fires (except in a contained barbecue unit).

5.7 Effect on Insurance. Nothing shall be done or kept in any Unit or in any Common Area that will increase the rate of insurance on the Property and/or result in the cancellation of insurance on any part of the Property.

5.8 Signs. Subject to Section 6.6 and all applicable laws, rules, regulations and ordinances, no sign of any kind shall be displayed to the public view on or from any Unit or Common Area without the prior written consent of the Board, which consent cannot be unreasonably withheld, conditioned or delayed. This Section shall not apply to Declarant.

5.9 No Temporary Structures. No temporary buildings or structures shall be placed upon any portion of the Property without the prior written consent of the Board.

5.10 Parking/Improper Vehicle Parking. Unenclosed parking areas within the Project are restricted to use for temporary parking of operative motor vehicles of Owners, and their family members, invitees, licensees, tenants and/or customers, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his/her/its Unit. For purposes of this Section, temporary parking shall be as determined by the Board in its reasonable discretion.

Notwithstanding the foregoing:

- (a) **Commercial Parking:** The parking spaces within the unenclosed parking areas of the Project can only be used by the Commercial Unit Owners and/or their tenants (and their respective employees and customers) during their permitted hours of operation (See Section 6.2 below). Neither the Residential Unit Owners, nor their respective family members, invitees, licensees or tenants, can use these unenclosed parking spaces during these hours.
- (b) **Residential Parking:** The parking spaces within the unenclosed parking areas of the Project can only be used by the Residential Unit Owners and/or their family members, invitees, licensees and tenants during the non-commercial hours of operation (See

Section 6.2 below). Neither the Commercial Unit Owners, nor their respective tenants (and their respective employees and customers) can use these unenclosed parking spaces during these hours. During these non-commercial operating hours, the Residential Unit Owners, and their family members, invitees and licensees, will use these parking spaces on a first come, first served basis.

The Board, at any time, without notice and at such owner's risk and expense, may remove any inoperative and/or improperly parked vehicle.

Notwithstanding anything in this Declaration to the contrary, all Owners, as well as their family members, invitees, licensees, tenants and/or customers, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association. In addition, the Association may enact Association Rules associated with parking which may alter the terms and/or restrictions contained in this Section and/or Section 5.11.

Finally, parking restrictions may be further detailed in a parking protocol disclosure document to be signed by each Owner and potential Owner of a Unit.

5.11 Prohibition Upon the Parking or Storing of Equipment and Other Items. The parking of equipment, motor homes, campers, trailers, boats, other recreational vehicles or items on the Property is strictly prohibited. The Board, at any time, without notice and at such owner's risk and expense, may remove any equipment, motor home, camper, trailer, boat, recreational vehicle or other item improperly parked or stored. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

5.12 Compliance With Laws. No Owner shall permit anything to be done or kept in his/her/its Unit, or any part of the Common Area, which would be in violation of any laws, rules, regulations or ordinances.

5.13 Fences. Fencing, other than fencing existing on the effective date hereof, is prohibited.

5.14 Garbage/Recycle. A community trash dumpster will be located on-site for use by all Owners. The cost of such dumpster shall be paid by the Association and passed onto all Owners in the form of Assessments; provided, however, that if it is determined by the Board that a Commercial Unit Owner is disproportionately using this trash dumpster (to the detriment of the other Owners), the Board shall have the right to restrict such Commercial Unit Owner's use of the trash dumpster and/or increase the amount of Assessments levied against such Commercial Unit Owner. The Association may enact Association Rules associated with the use of any trash dumpster.

A recycle dumpster will not be provided. Any Owner choosing to recycle shall dispose of such recycling, and pay for said service, individually. As it relates to the Commercial Unit Owners, recycle containers must remain within the Commercial Units and hidden from view. As it relates to Residential Unit Owners, recycle containers must remain in such Owners' Garage Units. Recycle containers are prohibited from being stored with the community trash dumpster.

Finally, these garbage and recycle restrictions may be further detailed in a garbage and/or recycle protocol disclosure document to be signed by each Owner and potential Owner of a Unit.

5.15 Exterior Lighting. Other than lighting provided by Declarant, exterior lights cannot continuously remain on all night. Exterior lights programmed for on and off times, as well as motion sensor lights, are allowed.

5.16 Drainage. To the extent not maintained by the Ada County Highway District, the Association shall maintain any storm drainage facilities located on, and/or serving, the Project.

5.17 Domestic Water Metering. Notwithstanding any term contained in this Declaration to the contrary, the cost of domestic water usage will be assessed by the Association to each Unit Owner based upon consumption. Although the Association shall receive and pay a single monthly water bill for the Building, each Unit will have its own individual water meter and the Association shall levy Assessments against each Owner based upon its metered usage.

5.18 Irrigation. Irrigation water will be supplied to the Property by Veolia Water Idaho, Inc. ("Veolia") utilizing an irrigation system operated by the Association ("Irrigation System"). The Irrigation System will be used for all landscaping irrigation, including the irrigation of the Common Areas. By accepting a deed to any portion of the Project, each Owner and the Association hereby agree to pay his/her/its proportionate share of assessments and other fees levied by Veolia, each Owner agrees to pay its proportionate share of Assessments levied by the Association associated with the Irrigation System, and the Association and each Owner agree to abide by any irrigation watering schedule enacted by Veolia or the Association. The Association and each Owner covenant and agree to hold the Association and Declarant harmless from any and all liability for damages or injuries to themselves, and their family members, invitees, licensees, tenants and customers, caused by the Irrigation System.

5.19 Security. **The Building contains extensive security measures. These measures are further detailed in a security protocol disclosure document to be signed by each Owner and potential Owner of a Unit. These measures include electronic monitoring, surveillance and Building access protocols, including, without limitation, photographic and other identifying information required for any family member, invitee, licensee and/or tenant requesting access to the Building. The Board may amend these security measures from time to time at its sole and absolute discretion.**

Every potential Owner of a Unit should familiarize themselves with any and all security measures prior to the purchase of any Unit.

ARTICLE 6. SPECIFIC USES OF COMMERCIAL UNITS.

6.1 Commercial Unit Use/Restrictions. The Owners of the Commercial Units may only use such Units for commercial purposes in compliance with any and all federal, state and local laws, rules, regulations and ordinances. The Commercial Units may not be used for residential purposes. In addition, the following commercial uses are prohibited from being conducted within the Commercial Units:

- (a) Adult book or other store (as those terms are commonly known);
- (b) Ambulance service;
- (c) Pet store;
- (d) Any automotive service business;
- (e) Car wash;
- (f) Bank or other financial institution;
- (g) Bar;
- (h) Bed and breakfast facility;
- (i) Smoke and/or vape store or shop;
- (j) Cabinet shop;
- (k) Day care facility;
- (l) Kennel;

- (m) Laundromat;
- (n) Mortuary;
- (o) Restaurant containing a drive through facility;
- (p) Small engine repair shop;
- (q) Tattoo parlor;
- (r) Animal hospital; or
- (s) Machine shop.

6.2 Hours of Operation. The hours of operation for the Commercial Units are limited to no more than ten (10) consecutive hours of operation between the hours of 7:00am to 10:00pm, Monday through Sunday. As examples, a Commercial Unit Owner may be open for business between the hours of 8:00am to 6:00pm or 12:00pm to 10:00pm, Monday through Sunday. Commercial Unit Owners must notify the Association of their intended hours of operation at least fifteen (15) days prior to implementing such operation hours. Operation hours may be changed no more than twice a year.

6.3 Animals. No animals shall be permitted within the Commercial Units (other than service animals required by law).

6.4 Maintenance of Windows, Glass and Doors. In addition to the general Unit maintenance requirements discussed in Section 5.2 above, each Commercial Unit Owner, at his/her/its sole cost and expense, shall be responsible for the maintenance, repair and/or replacement of all windows, glass and/or doors located on a Commercial Unit.

6.5 Grease Trap. Although the Grease Trap is located within the Common Area, it shall be used, operated, maintained, repaired and/or replaced solely by the Owner of Commercial Unit C-1, at such Owner's sole cost and expense.

6.6 Signs. The Owners of the Commercial Units shall have the right to place signs on the Building and/or Property. Any such signs must receive the prior written consent of the Board, which consent cannot be unreasonably withheld, conditioned or delayed; provided however, that Board approval is not required for:

- (a) Any signs of Declarant; or
- (b) Any temporary/sidewalk sign for the benefit of Commercial Unit C-1 displayed during its normal hours of operation and located inside that certain area at the northeast corner of the Property, within 5' of the east and 10' of the north Property boundaries.

All signs allowed pursuant to this Section shall be classified as Limited Common Area. As such, these signs shall be installed, operated, maintained, repaired and/or replaced by the Owners thereof, at their sole cost and expense. Upon the installation and removal of any such sign, the Owners thereof, at their sole cost and expense, shall be responsible to repair any damage caused to the Common Area and/or any other portion of the Project.

ARTICLE 7. SPECIFIC USES OF RESIDENTIAL UNITS.

7.1 Residential Unit Use/Home Occupations. The Owners of the Residential Units may only use such Units for residential purposes. **Home/commercial business operations are prohibited.**

7.2 Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Residential Unit, whether as pets

or otherwise, except as may be allowed by any Association Rules; provided however, that this provision shall not prohibit Residential Unit Owners from having two (2) or less dogs and/or cats (i.e., an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by a Residential Unit Owner. All Residential Unit Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

7.3 Garage Units. Garage Units are inseparable portions of their corresponding Residential Units and cannot be separated from the ownerships of the corresponding Residential Units (by way of example, Garage Unit G-21 is an inseparable portion Residential Unit R-21 and may not be separated from the ownership of such Residential Unit). The primary use of the Garage Units is for the parking of operative motor vehicles. In this regard, Garage Units must remain available for use at all times for the parking of one operative motor vehicle. Owners of the Garage Units are prohibited from using Garage Units primarily for the storage of inoperative motor vehicles and/or any other personal property other than operative motor vehicles. Garage Unit doors must remain closed at all times such Garage Units are not in use.

Each Owner of a Garage Unit shall maintain it in a clean, repaired and sanitary condition.

7.4 Maintenance of Limited Common Area Windows, Glass and Doors. In addition to the general Unit maintenance requirements discussed in Section 5.2 above, each Residential Unit Owner, at his/her/its sole cost and expense, shall be responsible for the maintenance of all windows and sliding glass or other doors located within the Limited Common Areas (balconies) adjacent to such Residential Unit.

ARTICLE 8. ASSOCIATION.

8.1 Designation. The Association is a nonprofit corporation formed pursuant to the laws of the State of Idaho. The Association is hereby designated the "Management body" within the meaning of the Condominium Act. The rights and duties of the Members (Owners) and of the Association shall be governed by the provisions of the Condominium Act and of the Condominium Documents.

8.1.1 Membership. Every Owner including Declarant (assuming Declarant owns one or more Condominiums) is a Member of the Association. No person or entity other than an Owner shall be a Member of the Association, provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a Mortgage on a Condominium.

8.2 Voting Rights in the Association. Except as otherwise provided in this Declaration or the Association's Articles or Bylaws, a matter submitted to a vote of the Members shall be deemed approved if the matter receives the consent of at least sixty percent (60%) of the votes entitled to be cast on such matter. The Association shall have two (2) classes of voting memberships:

8.2.1 Class A Membership. Class A Members shall be all Owners other than Declarant. Each Class A Member shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds such an interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to only one vote with respect to their Condominium and in no event shall the vote cast with respect to any Condominium be split.

8.2.2 Class B Membership. The Class B Member shall be Declarant. The Class B Member shall be entitled to ten (10) votes for each Condominium owned.

8.3 Transfer of Rights. The Association membership of each Owner and Declarant shall be appurtenant to the Condominium giving rise to such membership and shall not be transferred in any way except upon the transfer of title to the Condominium. Any transfer of title to a Condominium shall operate automatically to transfer the membership in the Association to the new Owner.

8.4 Powers and Duties of the Association.

8.4.1 Powers/Association Rules. The Association shall have all the powers contained in the Condominium Documents and all powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho. The Board is empowered, on behalf of the Association, to adopt, amend and revoke detailed Association Rules necessary or convenient from time to time to ensure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Project. The Association Rules shall be binding upon all Owners, their family members, invitees, licensees, tenants and/or customers. Without limiting any rights and powers of the Association, the Association and Declarant (acting on behalf of the Association) shall have the following powers:

8.4.1.1 Assessments. The power to levy Assessments (as well as start-up/transfer fee assessments) against Owners and their Condominiums and to require payment of such Assessments.

8.4.1.2 Right of Enforcement. The failure of any Owner to comply with the provisions of the Condominium Documents, shall give rise to a cause of action in favor of the Association, Declarant and/or any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. The Board, any Owner and/or Declarant shall have the power to enforce any provisions of the Condominium Documents.

8.4.1.3 Delegation of Powers; Managing Agent. The Board may contract with an experienced professional managing agent to assist the Board in the management and operation of the Project and may delegate such of its powers and duties to the managing agent as it deems to be appropriate. The managing agent shall not enter any Unit (directly or through agents) without the consent of an Owner or unless in the case of an emergency. Only the Board can approve an annual budget or a supplemental budget, and only the Board can impose an Assessment on a Unit or authorize foreclosure of an Assessment lien.

8.4.1.4 Implied Rights. Notwithstanding the foregoing, the Association may exercise any other right or privilege given to it expressly by the Condominium Documents or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

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

8.4.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area (including Limited Common Area) and all improvements thereon, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired by the Association, and maintaining the same in good condition, order and repair. Notwithstanding the foregoing, the Association

shall not be responsible for the maintenance, repair and/or replacement of any furniture or other personal property located within any Limited Common Area.

8.4.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments levied: (a) against the Common Area owned and managed by the Association, if any; and (b) against the Association and any property owned by the Association. All such taxes shall be paid or a bond insuring payment posted prior to the sale or disposition of any property to satisfy the payment of such taxes.

8.4.2.3 Utilities. Acquire, provide, and/or pay for storm drainage system maintenance, water, sewer, garbage, disposal, refuse and rubbish collection and other necessary services for the Common Area. Each Owner shall be solely responsible for paying for all utilities associated with his/her/its Unit.

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

8.4.2.5 Assumption of Temporary License Agreement Duties. Effective as of the recording date of this Declaration, the Association, at its sole cost, assumes all maintenance and other on-going duties and obligations of Declarant contained within the Temporary License Agreement. The cost of this maintenance and other on-going duties shall be passed onto all Owners in the form of Assessments. Notwithstanding the foregoing, Declarant will be responsible, at its sole cost, for the construction and installation of the initial landscaping, pavers and other improvements required in the Temporary License Agreement.

8.5 Maintenance of Records/Right of Inspection/Statements of Account. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. During normal business hours and at other reasonable times, current copies of the Condominium Documents shall be available for inspection by the Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them; and, in addition, at such times the books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for inspection by the Owners, Mortgagees and agents or attorneys of either of them.

In addition to the foregoing, the Association shall comply with Idaho Code Section 55-1528, as it may be amended from time to time, as it relates to providing an Owner, or his/her/its agent, a statement of the Owner's account with the Association.

ARTICLE 9. ASSESSMENTS.

9.1 Covenants to Pay Assessments. By acceptance of a deed to any Condominium, each Owner of such Condominium hereby covenants and agrees to pay when due all Assessments or charges made by the Association against such Owner pursuant to the provisions of this Article and this Declaration. In addition, each Owner upon the purchase of a Condominium shall pay reasonable start-up and/or transfer fee assessments for use by the Association. These start-up and transfer fee assessments shall only be used by the Association for the operation of the Association and/or the performance of its duties and obligations contained herein. Declarant has no obligation to pay Assessments.

Notwithstanding any of the foregoing, the Association must comply with Idaho Code Section 55-1528, as it may be amended from time to time, associated with charging transfer fee assessments.

9.2 Assessment Constitutes a Lien. All unpaid Assessments (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall constitute a continuing lien on a Condominium and all its appurtenances from the date the Assessment became due until fully paid. The lien for such unpaid Assessments shall be subordinate to tax liens in favor of any assessing agency and/or special district, and to all sums unpaid on first Mortgages of record but shall have priority over all other liens against a Condominium. A Mortgagee that obtains title through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take a Condominium free of any Assessments by the Association chargeable to the Condominium that became due before such title transfer, but will be liable for all Assessments that accrue after the taking of title.

9.3 Assessment is Personal Obligation. Each Assessment, together with interest, late charges, costs and attorney's fees, shall also be the personal obligation of an Owner at the time such Assessments fell due.

9.4 Regular Assessments. The Association shall levy Regular Assessments for the normal and customary operation of the Association, including, without limitation, the maintenance, repair and/or replacement of the Common Area. Regular Assessments may be reflected in an annual budget and any supplemental budgets. Regular Assessments shall be divided into equal installments and paid by each Owner over a period of time. These installments shall be assessed against the Condominiums and their respective Owners in proportion to the Condominiums' percentage of undivided interest in the Common Area as listed on Exhibit D. Assessments begin accruing with respect to each Condominium upon the closing of the initial sale of that Condominium to an Owner by Declarant.

9.5 Special Assessments. In addition to the Regular Assessments, the Association may levy Special Assessments. Special Assessments shall be levied on the same basis as Regular Assessments.

9.6 Limited Assessments. The Association may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the Association caused by the specific acts or omissions of an Owner, and/or his/her/its family members, invitees, licensees, tenants and/or customers, including, without limitation, for a) damage to the Common Area, and/or equipment and facilities located thereon, b) corrective action taken by the Association, and/or c) bringing such Owner's Condominium into compliance with the provisions of the Condominium Documents. **In addition, any fines levied by the Association against an Owner and such Owner's Condominium shall be classified and treated as a Limited Assessment.**

9.7 Notice and Assessment Due Date. The Board shall notify each Owner in writing of the amount of Assessments to be paid by him/her/it and shall furnish copies of each budget on which the Assessments are based to all Owners and, if so requested, to their respective Mortgagees. The Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Condominium at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Condominium have been paid. A properly executed certificate of the Association as to the status of Assessments on a Condominium is binding upon the Association as of the date of its issuance. Any Assessment not paid within thirty (30) days after the due date shall be deemed delinquent, subject to the remaining terms contained in this Article.

9.8 Foreclosure. The lien for delinquent Assessments may be foreclosed by the managing agent or the Board, acting on behalf of the Association, in accordance with Idaho law. The managing agent or the Board, acting on behalf of the Association, shall have the power to bid in the amount owing at the foreclosure sale, and to acquire the Condominium in question and hold, lease, Mortgage and convey the same.

Notwithstanding any of the foregoing, the imposition, perfection and/or foreclosure of any Association lien must also comply with any and all requirements contained in the Idaho Code.

9.9 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on Assessments that are delinquent. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum and a late charge of five percent (5%) of the overdue Assessment shall be charged against such Owner and his/her/its Condominium.

9.10 Recovery of Attorney's Fees and Costs. In any action to collect delinquent Assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney's fees and expenses reasonably incurred in connection with the action.

ARTICLE 10. INSURANCE.

10.1 General Requirements. The Board shall cause the Association to purchase and maintain at all times as a common expense a policy or policies for casualty insurance, comprehensive liability insurance, worker's compensation insurance to the extent required by applicable laws, insurance against loss of personal property of the Association by fire, theft or other causes with such deductible provisions as the Board deems advisable, insurance, if available, for the protection of the Association's directors, officers and representatives from personal liability in the management of the Association's affairs and such other insurance and/or bonds as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverages. All insurance shall be obtained from (or covered by reinsurance of) an insurance carrier which is licensed to do business in the State of Idaho. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty and liability insurance and a fidelity bond that meets the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association, the Government National Mortgage Association, and the Federal Home Loan Mortgage Corporation, so long as they are Mortgagees or Owners, to the extent such coverage is available and has not been waived in writing by any of the aforesaid Mortgagees and/or Owners. All such insurance policies and fidelity bonds shall be of a type commonly acceptable to Mortgagees generally.

10.2 Mortgage Clause. All policies required by this Article shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional Mortgagees in the area in which the Property is located and which appropriately names Mortgagees and their successors and assigns (including institutional holders).

10.3 Cancellation. Policies required hereunder may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

10.4 Owner's Individual Insurance. **Each Owner shall obtain customary property and casualty and general liability insurance for his/her/its Condominium and its contents at his/her/its own expense. Such policy or policies shall list the Association as an additional insured. Upon**

written request from the Board, proof of an Owner's property and casualty and general liability insurance must be provided to the Association.

ARTICLE 11. AMENDMENTS.

11.1 By Declarant. Until the recordation of the first deed to a Condominium to an Owner, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Declarant by recordation of a written instrument setting forth such action.

11.2 By Members. Any Owner may propose amendments to this Declaration to the Board. A majority of the Board members may cause a proposed amendment to be submitted to the Members of the Association for their consideration. If an amendment is proposed by any two Condominium Owners, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the Members for their consideration at their next regular or special meeting for which timely notice may be given. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of votes, after notice has been give to all persons (including Mortgagees) entitled to receive notice of any proposed amendment. The unanimous consent of all Members entitled to vote shall be required for adoption of either (1) an amendment altering the percentages of undivided interest in the Common Area, or (2) a decision that the Property be removed from condominium status. All other amendments shall be adopted if the amendment receives the consent of at least sixty percent (60%) of the votes entitled to be cast on such amendment. Once an amendment has been adopted by the Members (including Declarant) and any necessary approval of Mortgagees has been obtained, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the records of Ada County, Idaho. Notwithstanding any other provision contained in this Declaration, no easement or other right or privilege reserved by or granted to Declarant by this Declaration may be modified, deleted or otherwise affected by any amendment to this Declaration, unless such amendment is approved in writing by said Declarant.

ARTICLE 12. MORTGAGEE PROTECTION.

The Association shall provide timely written notice to any Mortgagee or guarantor of any Mortgage (assuming the Association has the proper information to do so such as its name, address and the Condominium address which its Mortgage is secured by) of any of the following: (1) any condemnation or casualty loss that affects a material portion of the Project or the Condominium securing such Mortgage; (2) any sixty (60) day delinquency in the payment of Assessments or other charges owed by the Owner of any Condominium securing such Mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of eligible Mortgagees.

A Mortgagee shall be deemed to have approved any Project termination or amendment to this Declaration which requires Mortgagee consent assuming such Mortgagee does not respond within thirty (30) days from its receipt of a written request to vote upon such termination or amendment, provided the notice thereof was sent certified or registered mail.

ARTICLE 13. INDEMNIFICATION.

Each Board member, Association committee member, Association officer, Declarant and the managing agent shall be indemnified by the Association and all Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he or she holds such

position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance or gross negligence in the performance of his/her duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 14. TRANSITION DATE; RIGHTS RETAINED BY DECLARANT.

14.1 Transition Date. The "Transition Date" shall be the date upon which the authority and responsibility to administer and manage the Association and the Project passes from Declarant to the Association. The Transition Date will be the earlier of (1) the date designated by Declarant in a written notice to the Owners, which date may, at Declarant's election, be any date after this Declaration has been recorded; (2) the one hundred twentieth (120th) day after Declarant no longer owns any Condominium; or (3) the twentieth anniversary of the recording of this Declaration.

14.2 Declarant's Powers Until Transition Date. Until the Transition Date, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Board and the officers of the Association, including, but not limited to, the adoption of Association Rules, contracting for the purchase of goods and services, buying insurance, and collecting and expending all Assessments and other Association funds. Declarant shall have the power to contract with an experienced professional managing agent and delegate to the managing agent all of the powers and duties of the Board. Any contract or lease made by Declarant or its managing agent (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board without penalty after the Transition Date upon ninety (90) days' notice to the other party thereto.

ARTICLE 15. MISCELLANEOUS.

15.1 Severability. The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder complies with the Condominium Act and the Condominium Documents.

15.2 Attorney Fees; Remedies. In the event of any demand, proceeding, action or suit based upon or arising out of any alleged breach by any party of any covenant, condition, restriction or term contained in this Declaration, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs of such demand, proceeding, action or suit from the non-prevailing party or parties, including, without limitation, for any appeal or bankruptcy proceeding. All rights and remedies of each of the parties under this Declaration shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Declaration or applicable law.

15.3 Term. All terms of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

15.4 Enforcement/Fines. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to immediately enforce any term herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Board, in its reasonable discretion, shall have the right to impose fines, in amounts as reasonably determined by the Board, upon any Owner, and such Owner's Condominium, associated with any and all

violations of the Condominium Documents by such Owner or such Owner's family members, invitees, licensees, tenants or customers.

Notwithstanding any other provision contained in this Declaration, the imposition and collection of any fines, as well as the award and collection of attorneys' and costs, by the Association, must comply with any and all requirements contained in the Idaho Code.

15.5 Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

15.6 Assignment By Declarant. **Declarant shall have the absolute right, at its sole and absolute discretion, to assign any and all of Declarant's rights, duties and/or obligations under this Declaration to any third party. Any such assignment shall be in writing signed by both the assignor and assignee.**

15.7 Conflict. In the event of a conflict between any term contained in the Condominium Documents and any term contained in the Condominium Act, the term or terms in the Condominium Act shall control.

15.8 Assumption of Risk; Waiver of Claims. **All Owners and the Association, for themselves and their family members, invitees, licensees, tenants and/or customers, shall store their property in and shall occupy and use their Units, Common Area and all other portions of the Project solely at their own risk. All Owners and the Association, for themselves and their family members, invitees, licensees, tenants and/or customers, hereby waive any and all rights to recover claims against Declarant, and its respective officers, directors, shareholders, employees and agents, of every kind, including loss of life, personal or bodily injury, damage to equipment, fixtures or other property, arising, directly or indirectly, out of or from or on account of the occupancy and/or use of any portion of the Project by such indemnifying party, or resulting from any present or future conditions or state of repair thereof, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Declarant (or its respective officers, directors, shareholders, employees or agents) and are not covered by insurance required to be carried by such parties pursuant to this Declaration. Declarant, and its respective officers, directors, shareholders, employees and agents, shall not be responsible or liable for damages to any Owners and/or the Association, or their respective family members, invitees, licensees, tenants and/or customers, for any loss of life, bodily or personal injury, or damage to property that may be occasioned by or through the acts, omissions or negligence of any other party.**

15.9 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, electronically or by regular mail. If delivery is made personally or electronically, the notice shall be deemed properly delivered immediately upon delivery or electronic transmission. If delivery is made by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid. All notices shall be addressed to the Owner at the last known mailing address or email address on the Association's records or to the mailing address of the Owner's Condominium if no other address for notices has been given in writing by such Owner to the Association. Such addresses may be changed from time to time by notice in writing to the Association given in compliance with the foregoing.

[End of Text]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

Roth Construction, Inc.
an Idaho corporation

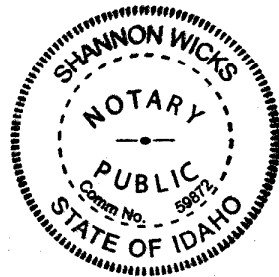
By: 
Steven E. Roth, President

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on February 16, 2024, by Steven E. Roth as the President of Roth Construction, Inc.


Signature of Notary Public

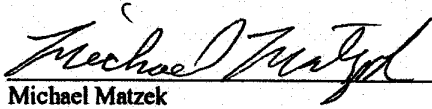
My commission expires: 06-21-2024



CERTIFICATE OF CONSENT OF RECORD LIEN HOLDER

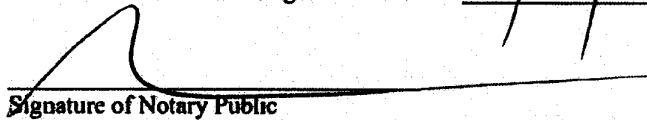
Michael Matzek, as record lien holder, hereby consents to the filing of the Condominium Declaration for the Aikens Plaza Condominiums (to which this Certificate of Consent is attached) together with a plat of the project pursuant to said Declaration, and other filings made or to be made pursuant to the Condominium Property Act, Title 55, Chapter 15, Idaho Code, for the purpose of creating a project which is subject to the provisions of said Act.

DATED this 20 day of Sept., 2023.


Michael Matzek

STATE OF IDAHO)
 ss.
County of Ada)

This record was acknowledged before me on 9/20/2023, 2023, by Michael Matzek.


Signature of Notary Public

My commission expires: _____ Residing In: Meridian
Expiration: 04/22/2028

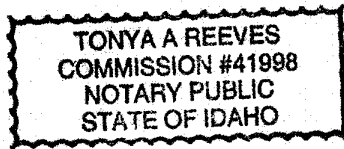


Exhibit A

Legal Description of the Property

The following Describes a Parcel of Land being Lot 4 and a portion of Lot 5 of Schmelzer Addition as filed in Book 12 of Plats at Page 689, Records of Ada County, Idaho, and Unplatted Lands Located in the Southwest 1/4 of the Southwest 1/4 of Section 9, Township 4 North, Range 1 East, Boise Meridian, City of Eagle, Ada County, Idaho and more particularly described as follows:

Commencing at the Southwest Corner of said Section 9 which is being Monumented with a found Aluminum Cap; From which, the West 1/4 Corner of said Section 9 which is being Monumented with a found Brass Cap bears, North 01°03'32" East, 2636.60 feet; Thence North 01°03'32" East, 702.11 feet along the Westerly Boundary Line of said Section 9 to the Southwest Corner of said Schmelzer Addition; Said Corner being on the Northerly Right of Way Line of the Drainage District No. 2 Drainage Ditch (Eagle Drain); Thence leaving said Westerly Boundary Line, and along the Southerly Boundary Line of said Schmelzer Addition, also being the Northerly Right of Way Line of Drainage District No. 2 Drainage Ditch (Eagle Drain), North 84°26'32" East, 281.52 feet to the Southwest Corner of Lot 4 of said Schmelzer Addition, the **POINT OF BEGINNING**;

Thence leaving the said Southerly Boundary Line, and along the Westerly Boundary Line of said Lot 4, North 01°03'32" East, 86.16 feet to a point on the Southerly Right of Way Line of East Aikens Road;

Thence leaving the Westerly Boundary Line of said Lot 4, and along the Southerly Right of Way Line of East Aikens Road, South 88°55'11" East, 116.01 feet;

Thence leaving said Southerly Right of Way Line, South 00°55'12" West, 72.64 feet to a point on the Northerly Right of Way Line of the Drainage District No. 2 Drainage Ditch (Eagle Drain);

Thence leaving said Northerly Right of Way Line, and continuing South 00°55'12" West, 50.32 feet to an angle point of Lot 5, Block 1 of Gleneagles Subdivision as filed in Book 77 of Plats at Pages 8066 through 8067, Records of Ada County, Idaho;

Thence along the Exterior Boundary Line of said Gleneagles Subdivision, South 00°55'12" West, 25.16 feet;

Thence continuing, South 84°26'32" West, 117.15 feet;

Thence leaving said Exterior Boundary Line, North 01°03'32" East, 75.51 feet to the **POINT OF BEGINNING**.

The above Described Parcel of Land contains 0.41 acres (17,999 Sq. Ft), more or less.

Exhibit B

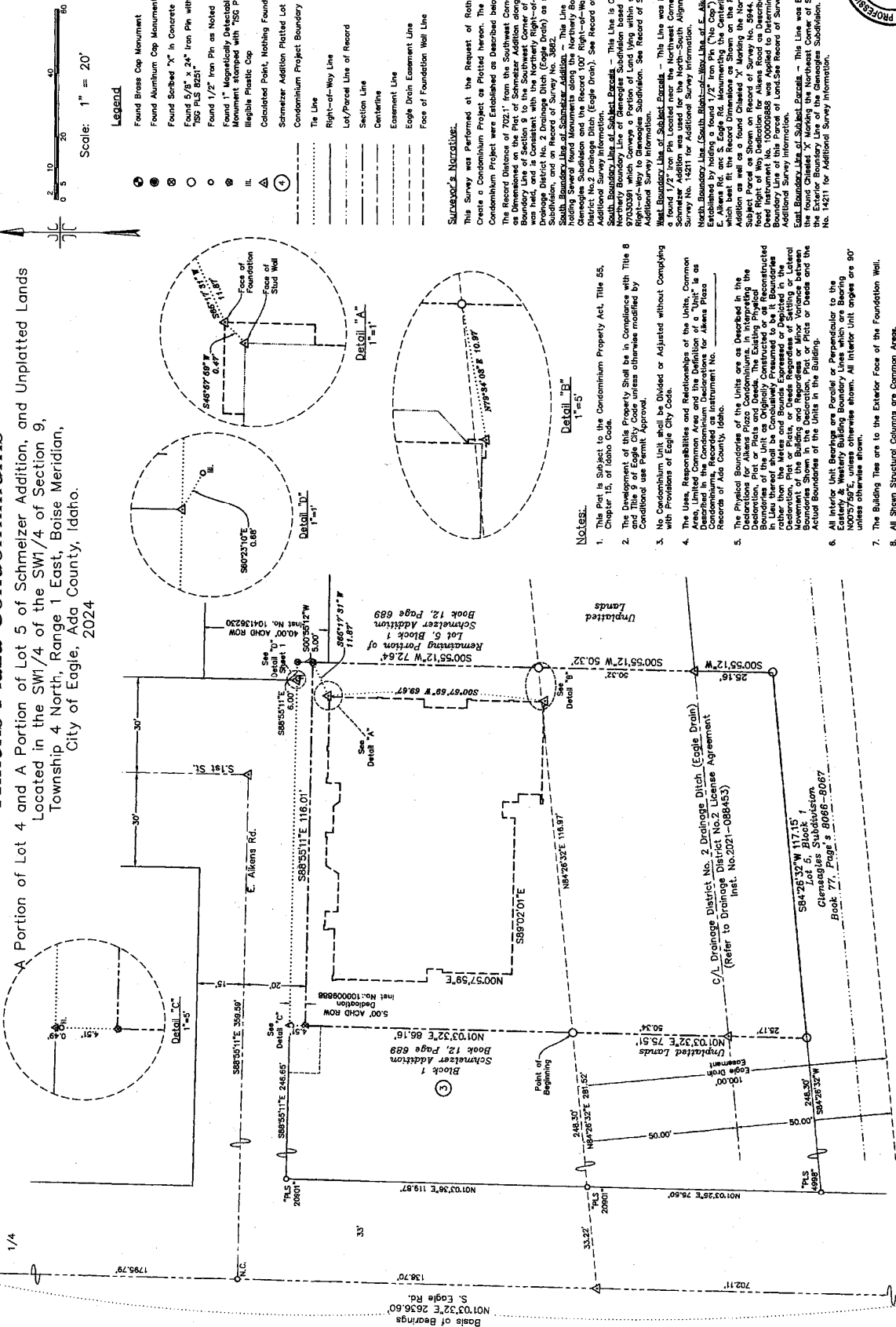
Plat

See attached.

Aikens Plaza Condominiums

Plat Showing
 A Portion of Lot 4 and A Portion of Lot 5 of Schweitzer Addition, and Unplatted Lands
 Located in the SW1/4 of Section 9,
 Township 4 North, Range 1 East, Boise Meridian,
 City of Eagle, Ada County, IDAHO 2024

CP&F Plat
 No. 80044453
 S.B. S.S. 9



Legend

- Found Brass Cap Monument
- Found Aluminum Cap Monument
- Found Scribbled "X" in Concrete
- Found 5/8" x 24" Iron Pin with Plastic Cap
- Found 1/2" Iron Pin as Noted
- Found 1" Magnetically Detectable Brass Disk Monument stamped with "SG PLS 8251"
- Illegible Plastic Cap
- Calculated Point, Nothing Found or Set
- Schmeizer Addition Platted Lot Number
- Condominium Project Boundary Line
- The Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Section Line
- Centerline
- Easement Line
- Eegle Drain Easement Line
- Face of Foundation Wall Line

Surveyor's Narrative:

This Survey was Performed at the Request of Robt Construction Inc. to create a Condominium Project as Platted herein. The Boundary Lines of this Project were established as described herein.
 The Plat shows the boundaries of the subject property as shown on Section 9 as Dimensioned on the Plat of Schweitzer Addition along the westerly Boundary Line of Section 9 to the Southwest Corner of Schweitzer Addition and is consistent with the Northern Right-of-Way Line of the Subdivision, and on a Record of Survey No. 3082.
 South Boundary Line of Schweitzer Addition. - This Line was Established by holding several found monuments along the Northern Boundary Line of the subject property. The monuments were as follows: Right-of-Way Order of Eegle Drain No. 2 Drainage Ditch (Eegle Ditch). See Record of Survey No. 14211 for Additional Survey Information.
 South Boundary Line of Subject Parcel. - This Line is coincident with the Boundary Line of Eegle Drain No. 2 Drainage Ditch (Eegle Ditch). See Record of Survey No. 9733309 for Additional Survey Information based on Deed Plat No. 9733309 - Way to Genesee Subdivision. See Record of Survey No. 14211 for Additional Survey Information.
 West Boundary Line of Subject Parcel. - This Line was Established by holding a found 1/2" Iron Pin located at the Northwest Corner of Lot 4 of Survey No. 14211 for Additional Survey Information.
 North Boundary Line (South Right-of-Way Line of E. Aikens Rd.) This Line was Established by holding a found 1/2" Iron Pin ("No Cap") at the Intersection of the subject parcel and the Eegle Drain. The Centerline of E. Aikens Rd. which runs in the Record of Survey No. 8944. Then the Five (5.07') Subject Parcel as Shown on Record of Survey No. 8944. Then the Five (5.07') Foot Right of Way Eegle Drain as Described in UCD Property Record No. 0002088.
 Boundary Line of this Parcel of Land. See Record of Survey No. 14211 for Additional Survey Information.
 East Boundary Line of Subject Parcel. - This Line was Established by holding a found 1/2" Iron Pin located at the Northeast Corner of Lot 4 of Survey No. 14211 for Additional Survey Information. See Record of Survey No. 14211 for Additional Survey Information.



Book _____ Page _____
IDAHO SURVEY GROUP, LLC
 9635 W. EMERALD ST.
 BOISE, IDAHO 83704
 WWW.IDHOSURVEY.COM

- ### NOTES:
- This Plat is Subject to the Condominium Property Act, Title 55, Chapter 15, of Idaho Code.
 - The Development of this Property Shall be in Compliance with Title 8 and Title 9 of Eagle City Code unless otherwise modified by Ordinance or Permit Approval.
 - No Condominium Unit shall be Divided or Adjusted without Complying with Provisions of Eagle City Code.
 - The Uses, Responsibilities and Relationships of the Units, Common Areas, Easements, and Relationships of the Units, Common Areas, and Relationships of the Units, Common Areas, and Relationships of the Units, Common Areas, as Described in the Condominium Declaration and the Rules and Regulations of the Condominium, Recorded as Instrument No. 2021-088453 of Ada County, Idaho.
 - The Physical Boundaries of the Units are as Described in the Declaration for Aikens Plaza Condominiums. In Interpreting the Boundaries of the Units as Originally Constructed or as Reconstructed in Lieu thereof shall be Conclusively Presumed to be in Accordance with the Declaration, Plat or Plans, or Deeds, Regardless of Settling or Lateral Movement of the Building and Regardless of Minor Variance between the Actual Boundaries of the Units in the Building.
 - All Interior Unit Boundaries are Parallel or Perpendicular to the Eastern and Western Building Boundary Lines which are Bearing N00°57'59"E, unless otherwise shown. All Interior Unit angles are 90° unless otherwise shown.
 - The Building Feet are to the Exterior Face of the Foundation Wall.
 - All Shown Structural Columns are Common Areas.
 - In Compliance with Diabase Requirements with Idaho Code Section 18-2021, the Building shall be subject to the Diabase Requirements. The Units on this Plat may be Subject to Future Supply and Assessments by the Ballentyne Ditch Company.
 - Refer to Record of Survey 14211 for Additional Boundary Information.

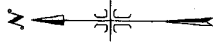
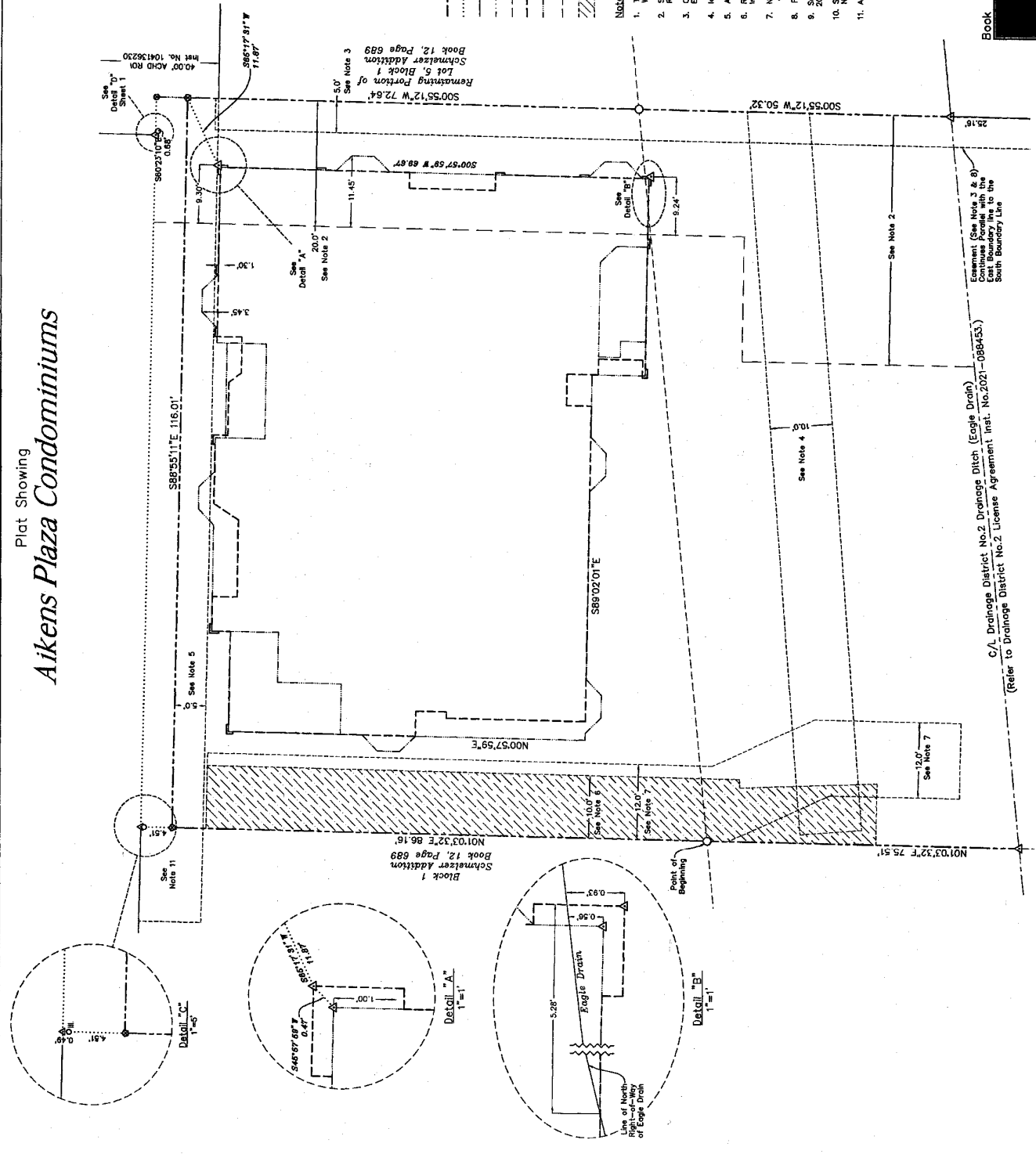
Reference Documents:

- Deed Inst. No. 2018-070304, 100009888, 110007232, 108110532, 104130230 & 9703391.
- Record of Survey No. 14211, 14007, 3682, 5944, 5162 and 520.
- Subdivision: Genesee Subdivision Book 77, Page 8068-8067, Schweitzer Addition Book 12, Page 688.

See Sheet 2 for Easements
 Job No. 23-081
 Sheet 1 of 8

Aikens Plaza Condominiums

Plat Showing



Scale: 1" = 10'

LEGEND

- Found Scriber "X" in Concrete
- Found 5/8" x 24" Iron Pin with Plastic Cap "50 PLS 6251"
- Found 1/2" x 24" Iron Pin as Noted
- Found 1" Magnetically Detectable Copper Disk Monument atopped with "50 PLS 6251"
- Calculated Point, Nothing Found or Set
- Schmeizer Addition Platted Lot Number
- Condominium Project Boundary Line
- Tile Line
- Right-of-Way Line
- Lot/Parcel Line of Record
- Eagle Drain Easement Line
- Face of Foundation Wall Line
- Face of Stud Wall Line (Floors Above)
- Released Storm Water Drainage Easement Area Line (See Note 2)
- Revised Access to No. 2 Maintenance Easement Area (See Note 6)

NOTES (This Sheet Only)

1. The Building This are to the Exterior Face of the Foundation Wall.
2. Storm Water Drainage Easement Inst. No.100008967 has been Released per Inst. No. 2023-09502.
3. City of Eagle Permanent Pedestrian Access & Maintenance Easement, No.100038136.
4. Idaho Power Underground Power Easement Inst. No.105061134.
5. ACHD Permanent Easement Inst. No.2025-030790.
6. Revised Access, Use and Maintenance Easement Agreement Inst. No.2021-160371.
7. New-Submittable Storm Water Easement Inst. No.'s. 2021-165043 & 2021-171480.
8. Pedestrian Access and Landscaping Easement Inst. No.107059162.
9. Subject to Drainage District No.2 License Agreement Inst. No. 2021-088453.
10. Subject to ACHD Temporary License Agreement Inst. No.2021-160460.
11. ACHD Permanent Easement Inst. No.2021-159167.

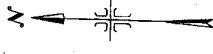


Book Page Job No. 23-081
IDAHO SURVEY GROUP, LLC
 8665 W. EMERALD ST.
 BOISE, IDAHO 83704
 WWW.IDAHOCSURVEY.COM

C/A Drainage District No.2 Drainage Ditch [Eagle Ditch] Comment (See Note 3 & 8) East Boundary line to the South Boundary Line

(Refer to Drainage District No.2 License Agreement Inst. No.2021-088453.)

Aikens Plaza Condominiums



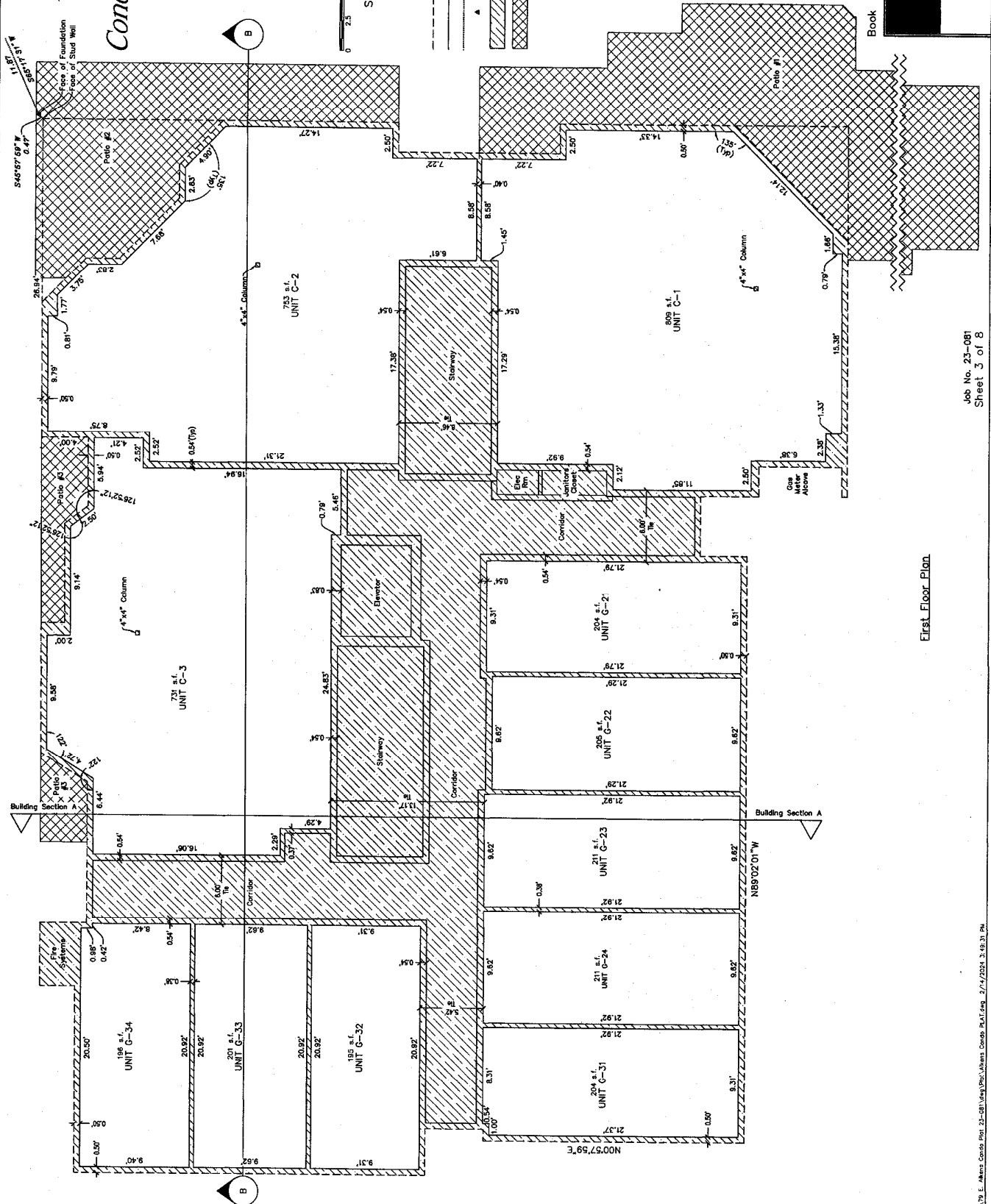
Scale: 1" = 5'

Legend

- Face of Slab Wall Line
- Interior Building Wall Line
- Tr. Line
- Calculated Point
- Nothing Found or Set
- Common Area
- Limited Common Area



Page _____
IDAHO SURVEY GROUP, LLC
 995 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 466-8870
 WWW.IDAHO-SURVEY.COM

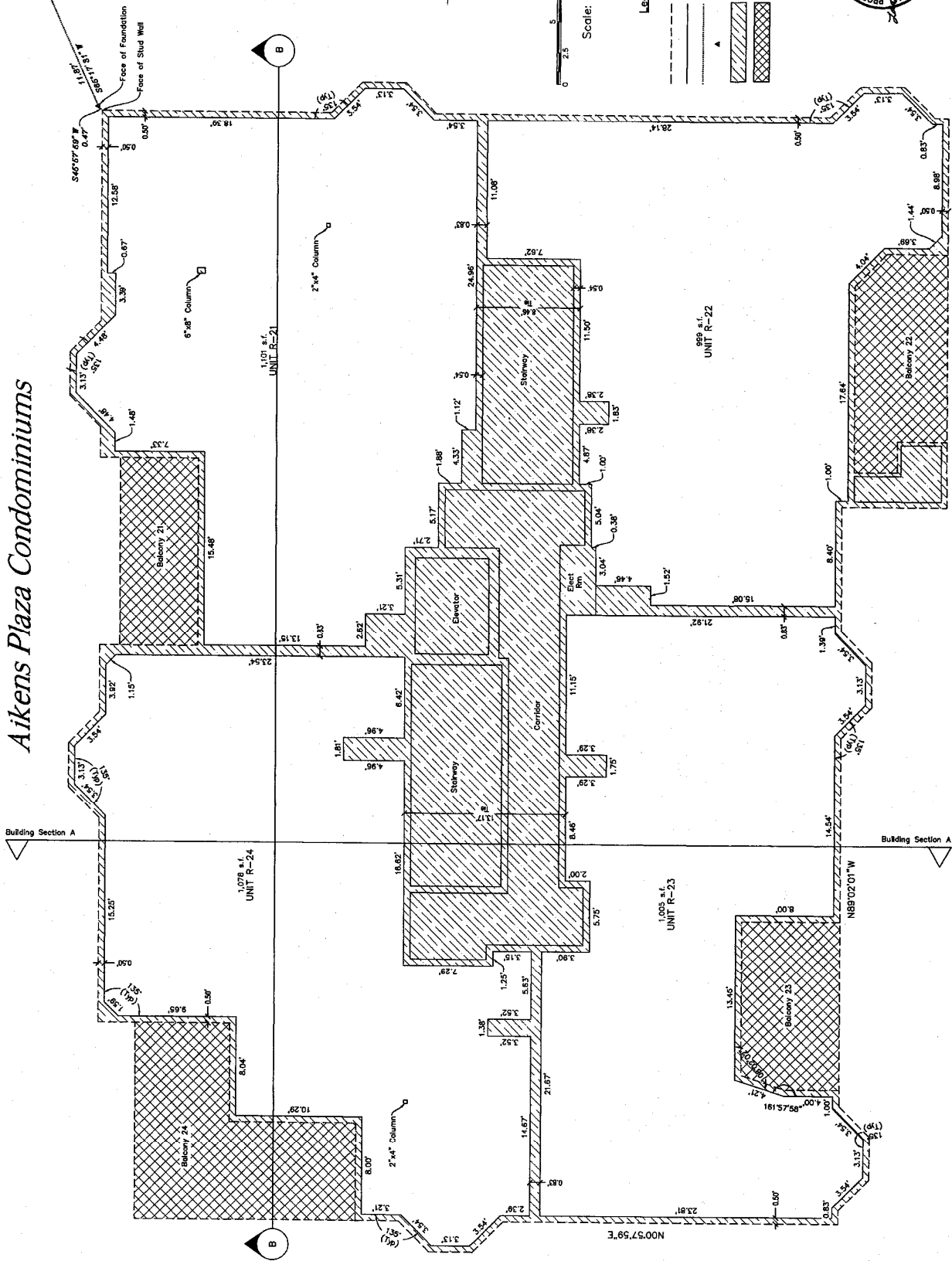


Job No. 23-081
 Sheet 3 of 8

First Floor Plan

© 2017 by E. Aikens Condominiums, Inc. All Rights Reserved. Prepared by: IDAHO SURVEY GROUP, LLC. Date: 2/14/2024. 3:45:31 PM

Aikens Plaza Condominiums



- Legend**
- Face of Stud Wall Line
 - Interior Building Wall Line
 - Tie Line
 - Calculated Point
 - Nothing Found or Set
 - Common Area
 - Limited Common Area



IDAHO
SURVEY
GROUP, LLC

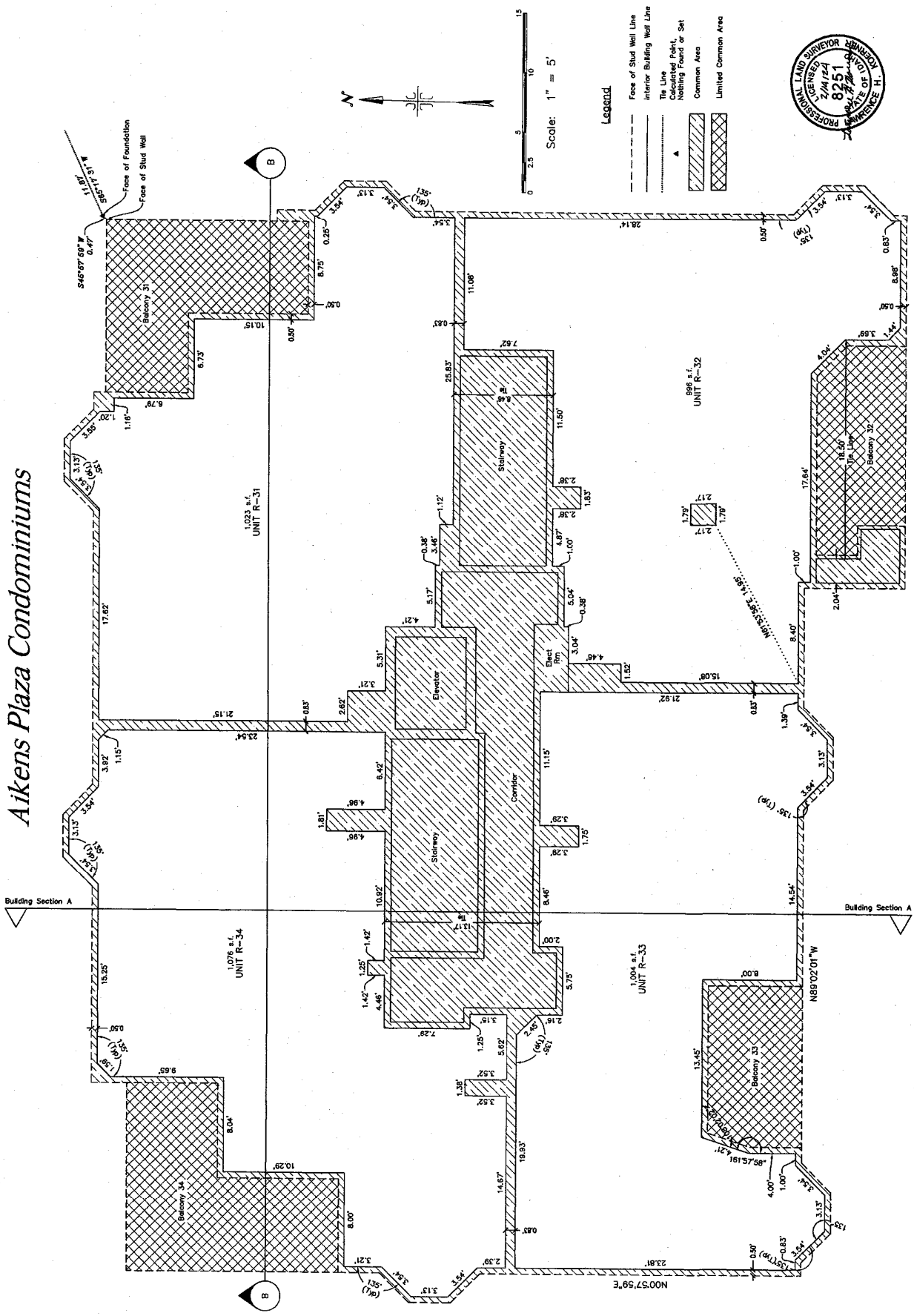
Job No. 23-081
Sheet 4 of 8

Second Floor Plan

Book Page

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Aikens Plaza Condominiums



Third Floor Plan

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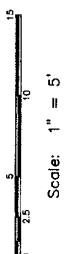
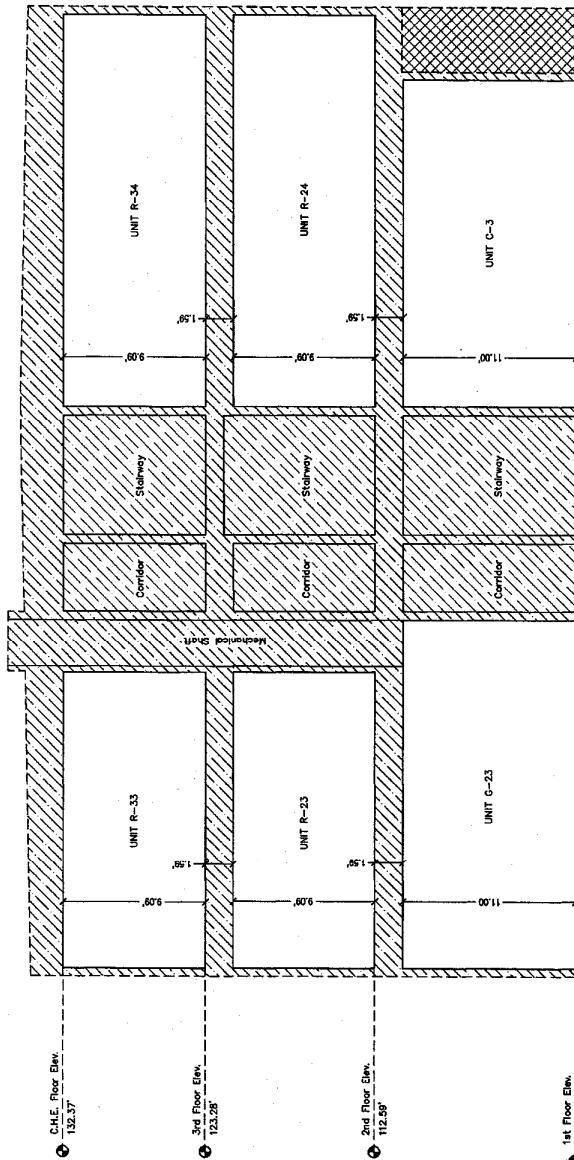
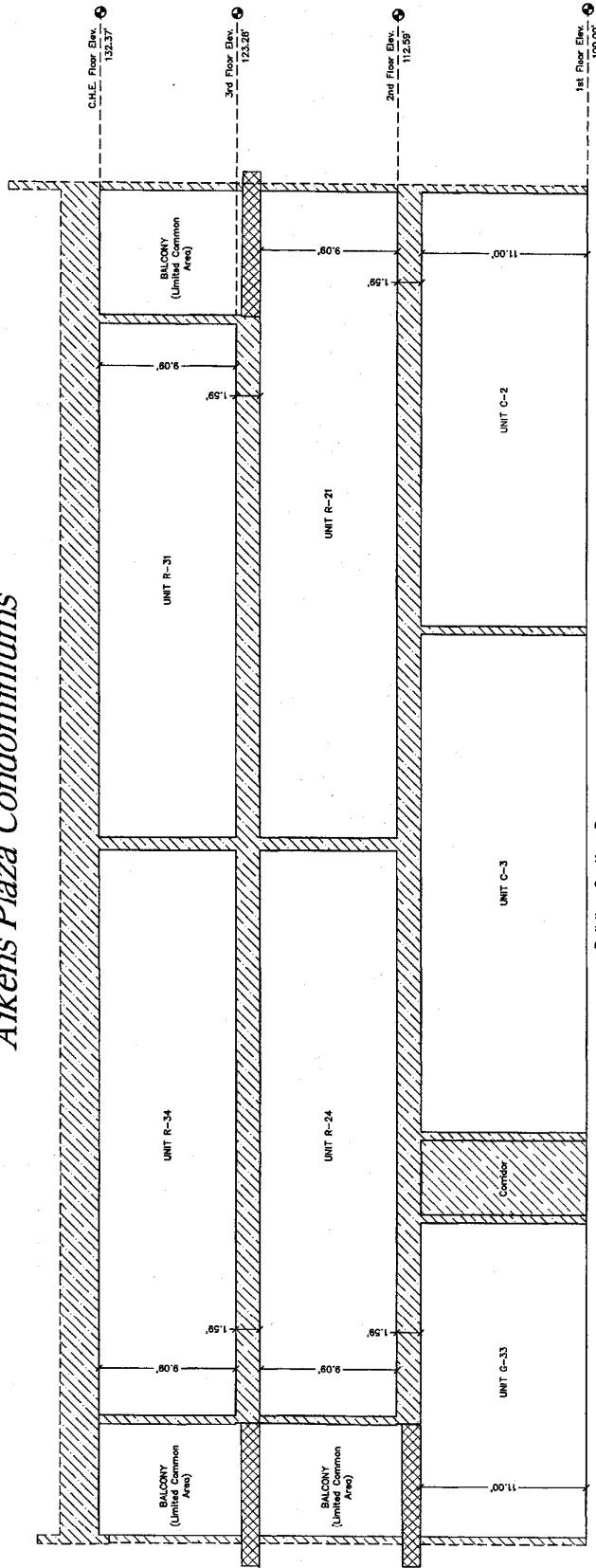
Job No. 23-081
Sheet 5 of 8

Page
Book

PROFESSIONAL LAND SURVEYOR
LICENSED 2/4/75
8251
STATE OF IDAHO

© 1/19 E. Aikens Condo, Plat 23-081 (3pg) (Final), Aikens Condo Plat, 5pg 2/11/2024 3:55:38 PM

Aikens Plaza Condominiums



- Legend**
- Face of Stud Wall Line
 - Interior Building Wall Line
 - C.H.E. Ceiling Height Elevation
 - Common Area
 - Limited Common Area



D:\178 E. Alvert Corridor Plot 23-081\Copy\Plot\Aikens Plaza Corridor Plot.dwg 2/14/2024 3:21:58 PM

Exhibit C

Articles

See attached.

Exhibit 1

**Articles of Incorporation for the
Aikens Plaza Condominium Association, Inc.**

The undersigned, in compliance with the requirements of the Idaho Code, has this day formed a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is the Aikens Plaza Condominium Association, Inc., hereafter called the "Association."

**ARTICLE II
REGISTERED OFFICE**

The initial registered office of the Association is located at 116 S. 2nd Street, Eagle, Idaho 83616.

**ARTICLE III
REGISTERED AGENT**

Steven E. Roth, located at 116 S. 2nd Street, Eagle, Idaho 83616, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association is a nonprofit corporation. The specific purposes for which it is formed are to provide for maintenance and preservation of the Condominiums within that certain tract of property commonly known as the Aikens Plaza Condominiums, according to the plat thereof recorded, or to be recorded, in the official records of Ada County, Idaho, hereinafter called the "Project", and to promote the health, safety and welfare of the Owners and occupants within the Project. Without limiting the power and authority of the Association, the Association may take any of the following actions in furthering its purposes:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration For The Aikens Plaza Condominiums, hereinafter called the "Declaration," applicable to the Project and recorded, or to be recorded, in the official records of Ada County, Idaho, and as the same may be amended from time to time as therein provided;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and/or mortgage, pledge, deed in trust, or encumber any or all of its real or personal property as security for money borrowed or debts incurred;

(e) exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise.

**ARTICLE V
MEMBERSHIP**

Declarant and every Owner of a Condominium within the Project shall be a Member in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Condominium.

**ARTICLE VI
VOTING RIGHTS**

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

Class A. Class A Members shall be all Owners other than Declarant. Each Class A Member shall be entitled to one (1) vote for each Condominium owned. When more than one (1) person holds such an interest in any Condominium, all such persons shall be Members, but all such persons shall be entitled to only one vote with respect to their Condominium and in no event shall the vote cast with respect to any Condominium be split.

Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall be entitled to ten (10) votes for each Condominium owned.

Additional voting and voting rights may be further described and defined in the Declaration.

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a board of at least three (3) but no more than five (5) directors who need not be members in the Association. Initially, the board shall consist of three (3) directors. The number of directors may be changed by amendment of the Association's bylaws. The names and addresses of the persons who are to act in the capacity of the directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Steven E. Roth	116 S. 2 nd Street Eagle, Idaho 83616
Christie L. Roth	116 S. 2 nd Street Eagle, Idaho 83616
Paul E. Case	116 S. 2 nd Street Eagle, Idaho 83616

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved by a unanimous vote of the Members at a duly noticed meeting and written consent from the City of Eagle. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted exclusively to such similar purposes. No part of the monies, properties or assets of the Association, upon dissolution or otherwise, shall inure to the benefit of any private person or individual or Member.

**ARTICLE IX
DURATION**

The corporation shall exist perpetually unless dissolved as provided herein.


**ARTICLE X
AMENDMENTS**

Amendment of these Articles shall be in accordance with the Idaho Code. In addition, any such amendment shall be deemed an amendment to the Declaration which, in addition to any required filings with the Idaho Secretary of State, shall be recorded in the records of Ada County, Idaho properly referring to the Declaration and its recording information.

**ARTICLE XI
DEFINITIONS/CONFLICTS**

All capitalized terms not otherwise defined herein shall have the same meaning as are ascribed to them in the Declaration. In the event of a conflict between these Articles and the Declaration, the Declaration shall control. In the event of a conflict between these Articles and the Association's bylaws, these Articles shall control.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the state of Idaho, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 18th day of January, 2024.



Steven E. Roth
116 S. 2nd Street
Eagle, Idaho 83616

Exhibit D

Percentage Ownership Interests In Common Area

<u>UNIT NUMBER</u>	<u>SQUARE FOOTAGE*</u>	<u>OWNERSHIP PERCENTAGE</u>
C-1	809	6.63%
C-2	753	6.17%
C-3	731	5.99%
R-21	1312**	10.74%
R-22	1194	9.79%
R-23	1216	9.97%
R-24	1274	10.44%
R-31	1227	10.06%
R-32	1201	9.84%
R-33	1208	9.90%
R-34	1277	10.47%
TOTALS:	12,202	100.00%

* Each Unit's square footage, as it relates to the sum of all Unit square footages, represents the basis for the value of each Unit in relation to the value of the Property as a whole and every other Unit.

** Each Residential Unit square footage includes the square footage of its respective Garage Unit.

Exhibit E

Bylaws

See attached.

Exhibit E

**BYLAWS OF THE AIKENS PLAZA
CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
NAME**

The name of the corporation is the Aikens Plaza Condominium Association, Inc., hereinafter referred to as the "Association."

**ARTICLE II
DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as are ascribed to them in the Condominium Declaration For The Aikens Plaza Condominiums, as amended from time to time, hereinafter referred to as the "Declaration".

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Location of Meetings. Meetings of the Members may be held at such places as may be designated by the Board.

Section 2. Annual Meetings. The first meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held within the same month that the first annual meeting of the Members was held, at the hour of 7:00 P.M.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board, or upon written request of the Members who are entitled to vote at least one-half (1/2) of all Association votes.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by hand delivery, electronically or mailing a copy of such notice, postage prepaid by first class registered mail, at least fifteen (15) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's mailing or e-mail address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum, Voting and Proxies. The presence at a meeting of Members entitled to cast, or proxies entitled to cast, at least sixty percent (60%) of all Member votes shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at a meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Unless otherwise required in these Bylaws, the Declaration or Articles, the assent, in person or written proxy, of not less than sixty percent (60%) of all votes entitled to be cast on a matter shall be required for Member action. There shall be no cumulative voting.

At all meetings of Members, each Member may vote in person or by proxy, but in no event shall more than one (1) vote be cast with respect to any Condominium owned by more than one Owner (as opposed to Declarant who has ten (10) votes for each Condominium owned). All proxies shall be in writing and filed with the secretary.

Section 6. Action Without A Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Nomination. Nomination for election to the Board shall be made by any Member and may be made prior to, or from the floor at, any meeting held for that purpose.

Section 2. Election, Term. The directors shall be elected at the annual meeting of Members; and if, for any cause, the directors shall not have been elected at an annual meeting, they may be elected at a special meeting called for that purpose in the manner provided by these Bylaws. The term of each director shall expire at the next annual meeting. Despite the expiration of a director's term, the director continues to serve until the director's successor shall have been elected and qualified or until there is a decrease in the number of directors. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Quorum and Voting. A quorum shall consist of a majority of directors, and shall be necessary for the transaction of business. Each director present at a meeting is entitled to one vote. No directors shall be entitled to accumulate his or her votes, and no director may vote by proxy. A majority vote is required for the approval of any Board action.

Section 4. Number of Directors. The authorized number of directors shall be a minimum of three directors and no more than five directors. Subject to the foregoing sentence, the number of directors can be increased or decreased by the Members; provided that no decrease in the number of directors shall shorten the term of any incumbent director.

Section 5. Resignations and Vacancies.

(a) Any director may resign at any time effective upon giving written notice to the president or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected before such time to take office when the resignation becomes effective. Resignations of a director shall also constitute resignation as an officer.

(b) Except as provided in Section 6, any vacancy on the Board may be filled only by the remaining directors. Each director elected to fill a vacancy shall hold office until the expiration of the term of the replaced director and until such replacement director's successor has been elected and qualified.

Section 6. Removal of Directors. All or any number of the directors may be removed, with or without cause, at a meeting called expressly for that purpose by a vote of not less than sixty percent (60%) of all votes entitled to be cast on such matter. In the event that any one or more of the directors shall be so removed, new directors may be elected at the same time to fill the unexpired term or terms of the director(s) so removed.

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Action Without A Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Board, may be taken without a meeting if authorized in writing signed by all of the Members of the Board who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall have the powers, duties and obligations as are enunciated in the Declaration, Articles and herein.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. More than one office may be held by the same person, provided that the offices of president and secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall perform such other duties as are required by the Board.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review and compilation of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures and shall perform such other duties as required by the Board.

**ARTICLE VIII
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**ARTICLE IX
AMENDMENTS/CONFLICTS**

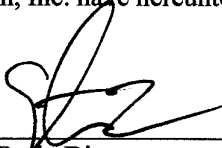
Section 1. Amendment. Amendment of these Bylaws shall be in accordance with the Idaho Code.

Section 2. Conflicting Provision. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

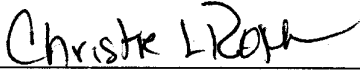
**ARTICLE X
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

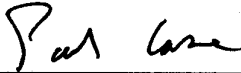
IN WITNESS WHEREOF, we, being all of the directors of the Aikens Plaza Condominium Association, Inc. have hereunto set our hands this 18th day of January, 2024.



Steven E. Roth, Director



Christie L. Roth, Director



Paul E. Case, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Aikens Plaza Condominium Association, Inc. an Idaho corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board thereof, held on the 18th day of January, 2024.

IN WITNESS HEREOF, I have hereunto subscribed my name on this 18th day of January, 2024.

Christie L. Roth
Christie L. Roth, Secretary