

#233151
Dec. 3, 1985

CONDOMINIUM DECLARATION FOR

WAREHOUSE WEST

(Pursuant to Chapter 15, Title 55, Idaho Code)

ZSD VENTURES, an Idaho general partnership (hereinafter referred to as "the Declarant"), hereby declares as follows:

1. Submission of the Property. The declarant hereby submits the land and the buildings (each hereinafter defined) and all other property, real, personal, or mixed, intended for use in connection therewith ("the property") to the provisions of Chapter 15, Title 55, Idaho Code (the "Condominium Property Act"), and pursuant thereto establishes a condominium project to be known as "Warehouse West" ("the Project").

2. The Land. The property consists in part of that certain parcel of land ("the Land") situated in the County of Blaine, State of Idaho, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The land is owned by the declarant in fee simple.

3. The Buildings. The property consists in part of two (2) warehouse buildings to be initially constructed, with additional buildings to be constructed at a future date ("the buildings").

4. The Units. Exhibit B, attached hereto and incorporated herein by this reference, sets forth the following data with respect to each unit necessary for the proper identification thereof: unit number and the percentage of undivided ownership interest of each unit in the common area. The location of each unit is more fully designated on the plat ("the plat"), prepared by Insight, Inc., Ketchum, Idaho, and intended to be recorded in the office of the County Recorder of Blaine County, Idaho, simultaneously with the recording of this declaration. Reference should be made thereto for the statement of the location of each unit.

The physical boundaries of each unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the unit includes both the portions of the building so described and the air space so encompassed. The following are not part of each unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services; pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the unit.

5. Unit Descriptions. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by the number shown on the plat with the appropriate reference to the plat and to this declaration as each appears on the records of the County Recorder of Blaine County, Idaho, in the following fashion:

Condominium Unit _____ as shown on the plat for Warehouse West appearing in the records of Blaine County, Idaho, as Instrument No. _____, and as defined and described in the Condominium Declaration for Warehouse West, recorded in the records of Blaine County, Idaho, as Instrument No. _____.

Such description will be construed to describe the unit, together with the unit's appurtenant undivided interest in the common area, and to incorporate all the rights incident to ownership of a unit and all the

Limitations on such ownership as described in this declaration.

6. Common Area. The common area consists of the entire property, including all parts of the building other than the units, except those units which may hereafter be acquired and held by the management body on behalf of all unit owners.

7. Common Area Located Inside of Units. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common areas located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines, and other common areas serving such other units and located in such unit. The management body shall be a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common area contained therein or elsewhere in the building.

8. Determination of Percentage of Ownership Interests in the Common Area. The percentages of ownership interest of the respective units in the common area, set forth in Exhibit B, have been determined upon the basis of the proportion which the fair value of each unit bears to the fair value of the total property.

9. The Association. A certified copy of the articles of incorporation of the Warehouse West Condominium Association Inc., ("the association") is attached hereto as Exhibit C and hereby made a part of this declaration. Every unit owner shall be entitled and required to be a member of the association. If title to a unit is held by more than one person, the membership related to that unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him. No person or entity other than a unit owner may be a member of the association, the articles of incorporation or by-laws of the association states that the memberships in the association may not be transferred except in connection with the transfer of a unit, provided, however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a unit.

10. Transfer. Except as otherwise expressly stated herein, any of the rights, interest and obligations of the association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the association of any other obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any unit owners set forth herein.

11. The management Body. Warehouse West Condominium Association, Inc., an Idaho corporation, is hereby designated to be the "management Body" as provided in Section 55-1503 and 55-1506, Idaho Code, and shall administer the project in accordance with the Condominium Property Act and the provisions of this declaration.

12. Responsibility for the Common Area. The management body, subject to the rights of the unit owners set forth in paragraph 4, hereof, shall be responsible for the exclusive management and control of the common area

and all improve with the roof (including furnishings and equipment related thereto), and shall keep the same in good clean, attractive and sanitary condition, order and repair. The management body shall be responsible for the maintenance and repair of exterior surfaces of the building and improvements located on the project, including and without limitation, the painting of the same as often as necessary, and replacement of trim and caulking, the maintenance and repair of roofs, and maintenance and repair of the common area, including utility lines, areas for any automobile parking, and all other improvements or materials located within or used in connection with the common area. The specification of duties of the management body with respect to common area shall not be construed to limit its duties with respect to other common area, as set forth in the first sentence of this section. The cost of such management, maintenance and repair by the management body shall be borne as provided in paragraphs 15 through 22 of this declaration.

The management body shall have the right to grant easements for utility purposes over, upon, across, under or through any portion of the common area, and each unit owner hereby irrevocably appoints the management body as attorney-in-fact for such purposes.

The management body may, in its discretion, acquire insurance covering the project or any portion thereof.

13. Miscellaneous Services. The management body may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the management body shall determine to be necessary or desirable for the proper operation of the project, whether such personnel are furnished or employed directly by the management body or by a person or entity with whom or which it contracts. The management body may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this declaration. The management body may arrange with others to furnish electrical, water, sewer, trash collection services, and other common services to each unit.

14. Rules and Regulations. The management body may make reasonable rules and regulations governing the use of the units and of the common area, which rules and regulations shall be consistent with the rights and duties established in this declaration. The management body may suspend and unit owner's voting rights in the management body during any period or periods during which such unit owner fails to comply with such rules and regulations or with any other obligations of such unit owner under this declaration. The management body may also take judicial action against any unit owner to enforce compliance, all to the extent permitted by law.

15. Implied Rights. The management body may exercise any other right or privilege permitted by this declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

16. Agreement to pay Assessments. The declarant, for each unit owned by it within the project, and for and as the unit owner of each such unit, hereby covenants and agrees, and each unit owner by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other, with the declarant, and with the management body, to pay to the management body periodic assessments made by the management body for the purposes provided in this declaration, and special assessments for capital improvements and other matters as provided in this declaration.

17. Amount of Total Periodic Assessments. The total periodic assessments against all units shall be based upon advance estimates of cash requirements by the management body to provide for the payment of all estimated expenses growing out of or connected with the maintenance of operation of the common elements or furnishing electrical, water, sewer and trash collection and services, and other common services, to each unit, which estimates may include, among other things, expenses of management; taxes and special assessments, until the units are separately assessed as provided herein; premiums for all insurance which the management body may acquire; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for management body employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the management body for the benefit of the unit owners under or by reason of this declaration.

18. Apportionment of Periodic Assessments. Expenses attributable to the common area and to the project as a whole shall be apportioned among all unit owners in proportion to the interest in the common area owned by each.

19. Notice of Periodic Assessments and Time For Payment Thereof. The management body shall make periodic assessments, which assessments shall be annually, quarterly or monthly, as the management body shall from time to time determine. The management body may, in its discretion, allow assessments to be paid in installments. Written notice of assessment shall be given to each unit owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the management body to give timely notice of any assessment as provided herein shall not affect the liability of any unit owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

20. Special Assessments for Capital Improvements. In addition to the periodic assessments authorized by this declaration, the management body may levy at any time a special assessment, payable over such a period as the management body may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the project or any part thereof, or for any other expense incurred or to be incurred as provided in this declaration. Any amounts assessed pursuant hereto shall be assessed to unit owners in proportion to the interest in the common area owned by each. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the unit owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at a rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

21. Lien for Assessments. All sums assessed to any unit pursuant to this declaration, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the management body.

22. Personal Obligation of Owner. The amount of any periodic or special assessment against any unit shall be the personal obligation of the unit owner thereof to the management body. Suit to recover a money judgment for such personal obligation shall be maintainable by the management body without foreclosing or waiving the lien securing the same. No unit owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the common area or by abandonment of his unit.

23. Statement of Account. Upon payment of a reasonable fee, not to exceed \$15.00, and upon written request of any unit owner or any mortgagee, prospective mortgagee or prospective purchaser of a unit, the management body shall issued a written statement setting forth the amount of the unpaid assessments, if any, with respect to such unit, the amount of the current periodic assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid insurance premiums, which statement shall be conclusive upon the management body in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within thirty (30) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes for such unpaid assessment and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the thirty (30) day period provided herein, and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the unit.

24. Right of Declarant to Further Develop or alter the Project. Notwithstanding any other provision of this declaration, the declarant shall have the right, without further authorization from the unit owners or the management body, to construct new units which shall be incorporated into the project and constructed on that portion of the property shown on the plat as reserved to the declarant for further development or on the property

adjacent to the project which is now or hereafter acquired by the declarant. The declarant shall further have the right to combine, subdivide or otherwise re-align units held by the declarant in order to facilitate their sale. Should units be added, combined, subdivided or otherwise re-aligned, an amendment to the declaration reflecting such change, and the resulting change in the percentage of ownership interests of the units in the common area shall be duly recorded with the County Recorder of Blaine County, Idaho. Should there be further development of the project and new units added, then the owners of the newly constructed units shall be subject to this declaration and shall have the same rights, privileges and liabilities as the original unit owners.

25. No Representations or Warranties. No representations or warranties, express or implied, have been made or given by the declarant, any governmental agency or instrumentality, mortgagee, broker, architect, engineer, or other person concerning any aspect of the buildings, including, but not limited to, the physical condition of the buildings, their zoning or other legal classification, fitness for intended use, the cost of carrying the buildings or any unit therein, or the cost of renovating all or part thereof.

26. Encroachments. If any portion of the common area encroaches upon any unit, or if any unit encroaches upon any other unit or upon any portion of the common area, as a result of settling or shifting of the buildings, or as a result of alteration or refurbishing of the common area or one or more units made by or with the consent of the management body, a valid easement for the encroachment and for the maintenance of the same as long as the buildings stand shall exist. In the event the buildings, the unit, any adjoining unit, or any adjoining common area, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas upon any unit, or of any unit upon any other unit or upon any portion of the common area, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the buildings shall stand.

27. Power of Attorney to Management Body. Each unit owner grants to the management body, in irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the management body or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired, or to sublease any unit leased by the management body.

28. Acquisition of Units by Management Body. In the event any unit owners shall surrender his unit, together with (i) the undivided interest in the common area appurtenant thereto; (ii) the interest of such unit owner in any other units acquired by the management body or its designee on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the project (the "appurtenant interests"), or in the event the management

body shall purchase from any unit owner who has elected to sell the same, a unit, together with the appurtenant interests, or in the event the management body shall purchase at a foreclosure or other judicial sale, a unit, title to any such unit, together with the appurtenant interests, shall be held by the management body, or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interest. The lease covering any unit leased by this management body, or its designee, corporate or otherwise, as tenant, shall be held by the management body, or its designee, on behalf of all unit owners, in proportion to their respective common interest.

29. Easements. To the extent permitted by law, the management body may grant easements and re-locate easements for the installation of utilities improvement of the project and similar purposes. No easement hereafter granted or re-located shall affect or impair the rights of existing mortgagees who have not consented to the same in writing.

30. Use of Units. Neither the management body nor a unit owner shall use a unit or any part of the common area in any noxious or hazardous manner, nor for any illegal or immoral purpose. The management body and all unit owners shall comply with all applicable statutes and zoning ordinances enacted by any government having jurisdiction over the property, and with all rules and regulations promulgated by the management body pertaining to the use of any unit or the common area. A unit owner shall permit the management body or its agents at reasonable times to enter the unit to inspect its use and to confirm the unit owner's compliance with this declaration. Any reference in this paragraph to the management body or any unit owner shall be deemed to refer also to any employee, agent, tenant, visitor, occupant, assignee, or transferee of the management body or any unit owner.

No owner shall permit or suffer anything to be done or kept in any unit and/or the common area which will increase the rate of insurance on the buildings, the contents thereof, or the common area, or which obstruct or interfere with the rights of the other owners or occupants, or annoy them by unreasonable noises or otherwise, nor will any owner commit or permit any nuisance on the project premises or commit or suffer any immoral or illegal act to be committed thereon. If by reason of the occupancy or use of any of the project premises by any owner the rate of insurance on the project shall be increased, said owner shall become personally liable for the additional insurance premiums. Nothing shall be done in any unit or in, on, or to any building or the rest of the common area, which would structurally change any such building, except as is otherwise permitted herein. There shall be no structural alteration, construction or removal of any building, fence, wall or other structure in the project (other than repairs or rebuilding provided for elsewhere in this declaration) without the approval of the association, as set forth herein. No building, fence, wall, or other structure shall be constructed upon any portion of any common area other than such buildings and structures as shall be constructed by the declarant, or a person or entity to whom the declarant assigns its rights as developer, or by the association as provided elsewhere herein.

No materials, supplies or equipment shall be stored outside of a unit. In no event shall any owner, tenant or employee impede any means of ingress to or egress from another owner's unit. Any and all signs to be displayed to the public view on or from any unit or the common area shall conform to the size, type, location, number and design approved and specified by the association. Notwithstanding the foregoing, the declarant reserves the right for a period of time not to exceed two (2) years to display signs of any kind in connection with the development of the project and sale of condominium units. Further, all signs permitted under this paragraph shall conform with city and/or county sign ordinances, if any. Nothing in this paragraph or elsewhere in this declaration shall limit the right of declarant to complete construction of improvements to the common area and to the condominium units owned by declarant or to alter the foregoing or to construct such additional improvements (affecting units previously sold or otherwise) as the declarant deems advisable prior to completion and sale of the entire project. Declarant, or declarant's assignee or successor, shall have the absolute right to construct an additional phase, or phases, of improvements upon the land, or upon any parcel of real property contiguous to the land, as part of the Warehouse West Condominium project, without obtaining the consent of any unit owners and regardless of possible dilution of said owners' percentage ownership in the common area or voting rights in the association. The rights of the declarant under this declaration may be assigned by declarant to any successor to all or any part of declarant's interest in the project as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

31. Persons subject to Declaration. All present and future owners, tenants, visitors and occupants of units shall be subject to, and shall comply with, the provisions of this declaration, as they may be amended from time to time. Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this declaration, as the same may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

32. Amendment of Declaration. This declaration may be amended by a vote of at least fifty (50) percent of the voting power, as reflected by percentage interests in common area, of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the by-laws, provided, however, that any such amendment shall have been approved in writing by all mortgagees holding liens on two or more units. No such amendment shall be effective until recorded in the office of the County Recorder of Blaine County, Idaho.

33. Invalidity. The invalidity of any provisions of this declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration and, in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never

been included herein.

34. Waiver. No provision contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

35. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this declaration nor the intent of any provision hereof.

36. References to the Declarant and/or Governmental Agencies. Whenever a reference is made to the declarant and/or to a governmental agency, such reference shall be deemed to include any corporation, subsidiary or other entity wholly controlled by the declarant or governmental agency, and designated by it to act in its place concerning ownership or leasing of a condominium unit, operation of the property, or both.

37. Gender. The use of the masculine gender in this declaration shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the declarant has executed this declaration this 11th day of November, 1982.

ZBD VENTURES

BY: /s/ James J. Doub
General Partner

EXHIBIT "A"

LEGAL DESCRIPTION OF WAREHOUSE WEST

Lot 1, Block 1, of FRIEDMAN PARK SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, recorded November 13, 1973, as Instrument No. 151868, records of Blaine County, Idaho.

EXHIBIT "B"

TO CONDOMINIUM DECLARATION FOR WAREHOUSE WEST

<u>Unit</u>	<u>Percentage of ownership interest in common area</u>
B-1	9.67
B-2	10.26
B-3	10.26
B-4	10.26
B-5	9.67
D-1	4.91
D-2	5.04
D-3	5.04
D-4	5.04
D-5	4.91
D-6	4.91
D-7	5.04
D-8	5.04
D-9	5.04
D-10	4.91
	<u>100.00%</u>

EXHIBIT "C"

ARTICLES OF INCORPORATION

FOR

WAREHOUSE WEST CONDOMINIUM ASSOCIATION, INC.

The undersigned, each being a natural person of full age and a citizen of the United States of America, do hereby associate ourselves together for the purpose of forming a nonprofit corporation, pursuant to the applicable laws of the State of Idaho relating to such corporations, and do hereby certify, declare and adopt the following Articles of Incorporation:

1. The name of the corporation is and shall be Warehouse West Condominium Association, Inc.. (hereinafter the "Association"). The principal place of business of the Association shall be Blaine County, Idaho, and the Association's address shall be Post Office Box 3010, Ketchum, Idaho 83340 (street address: Airport Way, Hailey, Idaho, in Friedman Park Subdivision). The registered agent of the corporation, at said address, shall be James J. Doub. (r/o 202 Wildrose Circle, Ketchum, Idaho 83340, as per Jennifer)

2. The association is and shall be a nonprofit corporation, and is formed pursuant to, and in accordance with, Idaho Code Sections 30-301 through 30-331, inclusive. The Association does not contemplate pecuniary gain or profit to the members thereof. The Association is formed to be a management body, as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Section 35-1502, et seq., and the powers and functions of the Association shall be consistent with the provisions of said act.

3. Subject to dissolution in the manner provided by Idaho law regarding general business corporations, the life of this Association shall be perpetual.

4. The nature of the business, and the objects and purposes, of this corporation shall be as follows:

(a) This corporation ("The Association") shall be the "Management Body", as defined in Idaho Code Section 35-1503 and as provided for in the terms and conditions of the Condominium Declaration for Warehouse West (hereinafter the "Declaration"), which Declaration delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration is to be recorded in the office of the County Recorder of Blaine County, Idaho, together with a copy of these Articles of Incorporation.

(b) The Association shall have the power to exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities, of a Management Body, as provided for in the Idaho Condominium Property Act and in the Declaration, as such Declaration is originally executed, or if amended, as amended. The Association shall have the power to adopt and enforce rules and regulations covering the use and functioning of the Warehouse West Condominiums, or any area or units thereof, and, in general, to assume and perform all the functions to be assumed and performed by the Management Body, as provided for in the Declaration. The Association shall have the power to transfer, assign or delegate any or all of such duties, obligations or responsibilities to other persons or entities, as permitted or provided for in the Idaho Condominium Property Act, the Declaration, or in an agreement

executed by the Association with respect to such assignment or delegation. The Association shall actively foster, promote, and advance the interests of all owners of condominium units in the Warehouse West project.

(c) The Association shall fix, levy, collect, and enforce payment by any lawful means, of all charges or assessments, including annual and special assessments, which may be deemed necessary to properly manage and maintain the Association and the Warehouse West Condominiums, and to 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.

(d) In general, to carry on any other business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of Idaho upon corporations, as qualified and limited by Idaho Code Section 30-301 through 30-332, inclusive.

(e) Every person or entity who is a record owner of a condominium unit in the Warehouse West project shall be a member of the Association, and shall be entitled to receive a certificate of membership. There shall be one membership in the Association for each condominium unit in Warehouse West, as established in the Declaration. The members of the Association must be and remain owners of condominium units within the project, and the Association shall include all owners of condominium units within said project. If title to a condominium unit is held by more than one person or entity, the membership relating to that condominium shall be shared by all such persons or entities in the same proportionate interest and the same type of tenancy in which the title to said condominium is held.

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

The voting rights of a member of the Association shall be determined by the owner member's percentage interest in the common area of the condominium project, as described in the Declaration. Therefore, the voting rights of each member owner may not in all cases be equal. The Declaration, or any exhibit attached thereto, shall set forth the percentage interest of each owner member in the common area, which interest shall depend upon the number and type of condominium units owned. Each member shall be entitled to vote each membership owned according to the percentage that the condominium represented by any such membership has in the common area. The voting rights and interests of new members shall be determined in the same manner as such percentage interests and rights were determined for old members.

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

7. The affairs of the Association shall be managed by a Board of Directors, each member of which shall be a member of the Association. The number of directors of the Association shall be three (3). The number of directors may be changed by amendment of the By-Laws of the Association. Said directors shall serve for a term of one year and until their respective successors are elected, or until resignation or removal; provided, that if any director ceases to be an owner of a condominium unit, his membership and tenure as a director shall thereupon terminate. The following persons are appointed to act as initial directors until the first election of directors:

<u>Name</u>	<u>Address</u>
James J. Doub	P. O. Box 624; Sun Valley, Idaho 83353
Thomas P. Ziegler	P. O. Box 2020; Ketchum, Idaho 83340
Mark Christopher Brown	P. O. Box 1074; Sun Valley, Idaho 83353

8. These Articles of Incorporation may be amended by the membership of the Association, but such amendment shall require the affirmative vote of three-quarters of the entire membership.

9. The names and post office addresses of the incorporators of the Association are as follows:

<u>Name</u>	<u>Address</u>
James J. Doub	P. O. Box 624; Sun Valley, Idaho 83353
Thomas P. Ziegler	P. O. Box 2020; Ketchum, Idaho 83340
Mark Christopher Brown	P. O. Box 1074; Sun Valley, Idaho 83353

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands this 11th day of November, 1982.

[s]
James J. Doub
[s]
Thomas P. Ziegler
[s]
Mark Christopher Brown

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of November, 1982, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared James J. Doub, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[s] J. Stephen Crabtree
Notary Public for Idaho
Residing at Ketchum, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of November, 1982, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Thomas P. Ziegler, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[s] J. Stephen Crabtree
Notary Public for Idaho
Residing at Ketchum, Idaho

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of November, 1982, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Mark Christopher Brown, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[s] J. Stephen Crabtree
Notary Public for Idaho
Residing at Ketchum, Idaho

SECRETARY OF STATE
STATE CAPITAL
Boise, Idaho

No. 71339

WAREHOUSE WEST CONDOMINIUM ASSOCIATION, INC.

Non-Profit

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the
corporation records of the State of Idaho

Date - November 15, 1982
Time - 10:32 a.m.

FEES PAID
Filing \$20.00
Tax

Pece T. Cenarrusa
Secretary of State

BY Debbie Farnsworth

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