595063

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF A CONDOMINIUM REGIME AND PLAN OF OWNERSHIP NOW DESIGNATED AND HEREAFTER KNOWN AS "POCATELLO CREEK TOWNHOUSES"

This declaration is made and formulated in the City of Pocatello, County of Bannock, State of Idaho, this 28th day of February, 1978, by RONALD G. HAYTER and PAMELA J. HAYTER, husband and wife, VIRGIL D. TINKER and LOIS M. TINKER, husband and wife, and JEROME A. KREMER, a single person, hereinafter referred to as "Declarants", and UTAH MORTGAGE AND LOAN ASSOCIATION, a Utah corporation authorized and doing business in Idaho;

W I T N E S S E T H :

WHEREAS, the Declarants are the owners of record of certain real property located in the City of Pocatello, County of Bannock, State of Idaho, more particularly described as follows:

> Commencing at the East quarter corner of Section 13, Township 6 South, Range 34 East, Boise Meridian, thence South 89°11'00" West along the latitudinal centerline of said section 952.14 feet to the West line of the East Half of the West Half of the Northeast Quarter of the Southeast Quarter (E½W½NE¼SE¼) of said section; thence South 00°17'54" East along said West line 733.70 feet to the true point of beginning; thence North 89°17'48" East 120.57 feet; thence South 0°54'29" East 360.99 feet; thence South 89°20'6" West 124.41 feet to the West line of the East Half of the West Half of the Northeast Quarter of the Southeast Quarter (E½W½NE¼SE¼) of said section; thence North 00°17'54" West along said West line 360.91 feet to the true point of beginning; and,

WHEREAS, Utah Mortgage and Loan Association is a holder of recorded security interests in the above described property and by execution hereof does hereby consent to the recording of this declaration of condominium regime and the creation of the condominium project thereon as set forth in these declarations and as shown on the recording of the plat of the above described property, recorded as Instrument #591158, on January 5, 1978, in Book 10, at Page 9, of the Records of Bannock County, State of Idaho; and,

WHEREAS, Declarants are the owners of certain townhouse homes, buildings, and certain other improvements heretofore constructed or to be constructed upon the premises described above, and it is the express desire and intention of the Declarants to subject the property to the Condominium Property Act (Title 55, Chapter 15, Idaho Code) of the State of Idaho, and to divide said project and condominium regime into separate townhouse units, and to sell and convey the same to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed;

NOW, THEREFORE, the Declarants do hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following easements, covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said real property and the division thereof into townhouse units, and shall be deemed to run with the land and be binding upon all parties having any right, title, or interest in and to the described properties, or any units or parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner as specified in the within declaration of condominium regime.

ARTICLE I: DEFINITIONS.

Section 1: The definitions set forth in Section 55-1503, Idaho Code, as of the date hereof are applicable herein except as may be modified by this agreement.

Section 2: "Unit" includes the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames which constitute the physical boundaries thereof, and includes these portions of the building so described and the air space so encompassed. The following elements are not a part of the unit: bearing walls, columns, floors, roofs, foundations, central heating, central refrigeration, central airconditioning equipment, tanks, pumps, reservoirs, other central services, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located (except the outlets thereof when located within the unit, and any elevator equipment and shafts).

Section 3: "Limited common area" shall mean a portion of the common area reserved primarily for the exclusive use of a particular unit owner. It includes the patio and carport situate immediately to the rear of each townhouse unit and may include such other portions of the common area as may be hereafter designated by the Association.

Section 4: "Association" shall mean the Pocatello Creek Townhouse Association.

Section 5: "Mortgage" shall mean a deed of trust as well as a mortgage.

ARTICLE II: PROPERTY RIGHTS AND INCIDENTS OF OWNERSHIP.

Section 1: Estates of an Owner. The project is hereby divided into townhouses, each consisting of a separate interest in a unit and an undivided interest in common in the common area in accordance with the attached Exhibit "A". The percentage of ownership interest in the common area which is to be allocated to each unit for purposes of tax assessment under Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of such Code shall be the same as set forth in said Exhibit "A". Exhibit "A" also contains a legal description of each unit in the project, consisting of the identifying number of such unit as shown on the condominium map. Such undivided interest in the common area is hereby declared to be appurtenant to the respective units.

Section 2: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded;

(d) the right of the individual unit owner to limit or reasonably restrict the use of the limited common area reserved for his primary use.

Section 3: Delegation of Use. Any owner may delegate his or her right of enjoyment to the common area and facilities to the members of his family or guests, his tenants or contract

Section 4: Title. Title to a condominium may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 5: Inseparability. No part of a condominium or of the legal rights comprising ownership of a condominium may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each unit and the undivided interest in the common area appurtenant to each unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete condominium. Accordingly, every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a condominium or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire condominium together with all appurtenant rights created by law or by this declaration.

Section 6: Taxes and Assessments. Each owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each owner in each condominium. Each owner shall pay the taxes or assessments against his condominium, or interest therein, or his interest in the common area, or any part of any or all of the foregoing.

Section 7: Owner's Rights with Respect to Interiors. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries.

Section 8: Easements of Access for Repair, Maintenance and Emergencies. Since some of the common area is or may be located within the units or may be conveniently accessible only through the units, the owners of other units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each unit and to all common area from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common area or to another unit or units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a unit or units resulting from the maintenance, repair, emergency repair or replacements of any of the common area or as a result of emergency repairs within another unit at the instance of the Association or of owners shall be an expense of all of the owners; provided,

however, that if such damage is the result of negligence of the owner of a unit, then such owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Association by assessment, and such assessments shall be fixed, established and collected from time to time in the manner provided in this declaration.

Section 9: Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the common area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this declaration, including the right to construct and maintain in the general common area maintenance and storage areas for use by the Association.

Section 10: Declarants' Right Incident to Construction. Declarants, and persons the declarants may select, shall have the right of ingress and egress over, upon, and across the common area, the right to store materials thereon and to make such other use thereof as may be reasonable and necessary to complete development of the project contemplated by this declaration of condominium regime.

ARTICLE III: DESCRIPTION OF A TOWNHOUSE.

Every contract for the sale of a townhouse and every other instrument affecting title to a townhouse (including deeds, leases, mortgages and the like) may describe that townhouse by the identifying number, symbol, name or other identification or designation as shown on the condominium map with the appropriate reference to the condominium map and to this declaration as each appears on the records of the County Recorder of Bannock County, Idaho, in the following fashion, to-wit:

(Example)

> Townhouse Unit _____ as shown on the condominium map for the Pocatello Creek Townhouses appearing in the records of Bannock County, Idaho as Instrument No. 591158, and as defined and described in that Declaration of Condominium Regime for the Pocatello Creek Townhouses recorded as Instrument No. _____, on the ____ day of March, 1978, in the official records of the Bannock County Recorder of Bannock County, Idaho.

Such description shall be deemed good and sufficient for all purposes under the Condominium Property Act of the State of Idaho, and such description will be constructed to describe the unit,

of a condominium and all the limitations on such ownership as described in this declaration.

ARTICLE IV: MECHANIC'S LIEN RIGHTS.

No labor performed or services or materials furnished with the consent of, or at the request of, an owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the condominium of any other owner, or against any part thereof, or against any other property of any other owner, unless such other owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any condominium in the case of emergency repairs thereto. Labor performed or services or materials furnished for the project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each owner. Any owner may remove his condominium from a lien against two or more condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his condominium.

ARTICLE V: ASSOCIATION AND BY-LAWS.

Section 1: The owners of each of the individual units as a group shall be known as the Pocatello Creek Townhouse Association. Every owner of a unit shall be entitled and required to be a member of said association. If title to a unit is held by more than one person, membership related to that unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the townhouse condominium unit is held. An owner shall be entitled to one membership for each unit owned by him. No person or entity other than an owner may be a member of the association, and the By-Laws of the association as declared herein shall always so state and shall, in addition, always state that the memberships in the association may not be transferred except in connection with the transfer of a townhouse condominium unit.

Section 2: The Association is designated as the "management body" of the project in accordance with the Condominium Property Act of the State of Idaho, and it shall be governed by a Board of Managers elected from among the unit owners. The Association, subject to the rights of the owners, shall be responsible for the exclusive management and control of the common area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair.

Section 3: There shall be an annual meeting of the members of the association which shall be held on the third Monday of April of each year for the purpose of electing board members and transacting such other business as may properly come before the meeting. Special meetings of the association may be called at any time by the Board of Managers or at the written request of five or more unit owners. A majority of the unit owners shall constitute a quorum for purposes of conducting association business. Notices of each meeting of association members shall be given in writing, either personally or by mail, not less than five days before the meeting, to the owner of each unit. A majority vote shall control unless otherwise provided.

Section 4: The association shall have one class of voting membership, which shall include all owners. Each owner shall be entitled to one vote for each unit or townhouse owned. When more than one person holds an interest in any unit or townhouse, all such persons shall be members; however, the vote for such unit shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any unit or townhouse.

Section 5: The Board of Managers of the association shall consist of six members elected from among the unit owners. The terms of one-third of the members of the Board shall expire annually and, after the election of the first Board of Managers (two of whom shall be elected for a one year term, two of whom shall be elected for a two year term, and two of whom shall be elected for a three year term), all members shall be elected for a three year term. A member of the Board of Managers may be removed with or without cause at any time by the affirmative vote of two-thirds (2/3) of the unit owners. The Board of Managers shall receive no compensation for their services; however, the Board may engage the services of a manager or managing agent who may or may not be a member of the Board of Managers, to whom compensation may be paid as fixed by the Board of Managers.

Section 6: There shall be elected from among the Board of Managers a president who shall preside over the meetings of the Board of Managers and of the unit owners. The Association shall also be served by a secretary, whose duties shall include the keeping of the minutes of all meetings of the Board of Managers and of the unit owners, and by a treasurer who shall keep the financial records and books of account. The office of secretary and treasurer may be combined. The secretary and treasurer shall be elected by the members of the association and need not be a member of the Board of Managers. The president, secretary, and treasurer shall be elected for a term of one year, and each may be elected or re-elected to serve more than one term The election of officers shall be held at the time of the annual

Section 7: The Board of Managers shall be responsible for the control and management of the affairs, property, and common interests of the association and shall exercise all powers herein on behalf of all of the members of the association. The Board of Managers shall meet at least once a month, at such time and place as may be agreed, provided that notice of the time and place thereof is given to each member of the Board of Managers not less than twenty-four hours prior thereto. Four members of the Board of Managers shall constitute a quorum, and the action of a majority of the members present and voting shall be the act of the Board of Managers. A vacancy on the Board of Managers shall be filled by the appointment of a member from among the unit owners by a majority vote of the remaining Board of Managers, which appointed member shall serve until the next annual election.

Section 8: The Board of Managers shall have power to adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. It shall keep a complete record of all of its acts and affairs and present a statement thereof to the members at the annual meeting of the members. It shall prepare an estimate of an annual budget to be adopted at a regular or special meeting of the members. The estimate shall be based upon known expenses for utilities, insurance and common services and estimated expenses for maintenance, repairs, and professional services. Notice of the meeting for the adoption of the proposed annual budget, together with the proposed budget, shall be mailed or personally delivered to each of the members not less than thirty days nor more than sixty days prior to the date of the meeting for the adoption of the annual budget. Upon adoption of the annual budget, the Board of Managers may fix the amount of the annual assessment against each unit. The Board of Managers may adopt such special assessments for capital improvements or to cover deficiencies in the annual budget in the same manner as in the adoption of annual assessments, provided that all assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the townhouse area and for the improvement and maintenance of the common area. No assessment shall be valid unless the same shall be adopted by two-thirds (2/3) of the members present and voting at the meeting held for such purpose.

Section 9: The articles and provisions set forth heretofore and hereinafter insofar as applicable to the rights and duties of the Association shall also be a part of the By-Laws as if set forth in this article. The Association shall also have such powers and obligations as are conferred by the statutes of the State of Idaho, provided that the same are not inconsistent herewith.

ARTICLE VI: PARTY WALLS.

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses upon the project properties and placed on the dividing line between the condominium units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall should be shared by the owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omission.

Section 4: Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VII: EXTERIOR MAINTENANCE.

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VIII: COVENANT FOR ASSESSMENTS.

Section 1: The Declarants, for each unit within the project, hereby covenant, and each owner of any unit by acceptance

of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2: Both annual and special assessments must be fixed at a uniform rate for all units, and may be collected on a monthly basis. Each member is obligated to pay to the Association such assessments which are secured by a continuing lien upon the property against which the assessment is made. The due dates shall be established by the Board of Managers. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of eight per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit.

Section 3: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit fromliability for any assessments thereafter becoming due or from the lien thereof. The lien provided herein shall be established by the filing of record in the Office of the County Recorder of Bannock County, Idaho, a NOTICE OF ASSESSMENT AND CLAIM OF LIEN, duly executed by the president of the Association. Unless sooner satisfied and released, or the enforcement thereof initiated as provided in this Article and By-Law, any lien created pursuant hereto shall expire and be of no further force or effect one year from the date of recordation of said NOTICE OF ASSESSMENT AND CLAIM OF LIEN.

Section 4: Upon ten days notice to the Board of Managers and payment of such reasonable fee as may be set by the Board of Managers, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner. A properly executed certificate of the Association as to the status of assessments against a unit is binding upon the Association as of the date of its issuance.

ARTICLE IX: PERSONAL PROPERTY FOR COMMON USE.

The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the owners in the same proportion as their respective interests in the common area. Such interest shall not be transferable except with the transfer of a townhouse. A transfer of a townhouse shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a townhouse under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed townhouse.

ARTICLE X: ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Managers of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Ronald G. Hayter, Virgil D. Tinker, and Jerome A. Kremer are declared to be the architectural committee, to serve until such time as they shall be replaced by the Board of Managers of the Association, or shall resign therefrom. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XI: USE PROVISIONS.

Section 1: No unsightliness shall be permitted on any

property within the unit or the project property or subdivision. Without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved or appropriately screened structure.

Section 2: Refuse, garbage and trash shall be kept at all times in a covered, noiseless container, and any such container shall be kept within an enclosed structure or appropriately screened from view, except as may be provided by the Association for the common use of all owners.

Section 3: The keeping of animals, livestock, or poultry within a unit or upon the common area shall be prohibited except as provided and subject to rules and regulations prescribed by the Board of Managers.

Section 4: No noxious or offensive activity shall be carried on in or upon any unit, residence lot nor in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

Section 5: No portion of the residential property and condominium units shall be used other than for residential purposes incidental or accessory thereto except for model homes used or shown by the developers.

Section 6: No clothing, laundry or wash shall be aired or dried on any portion of the residential property in an area exposed to view from any other lot or unit in a residential property area. Drying areas will be permitted only in locations approved by the Association and only when protected from view by screening or fencing approved by the Association.

Section 7: No sign shall be displayed to the public view on any lot or unit except temporary signs not more than five feet square advertising the property for sale or rent and except for temporary signs erected by the developer in connection with the construction, lease or sale of townhouse units.

Section 8: No television or radio antenna shall be located on such lot or unit exposed to view from any other lot or unit in a residential property unless approved by the Association.

Section 9: Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association.

Section 10: No boats, mobile homes, trailers, trucks, campers, or snowmobile machines shall be parked anywhere on the

properties except in areas as may be designated as storage areas by the Association, nor may the same be parked overnight on the public street directly in front of the project property.

Section 11: No basketball standard or fixed sports apparatus shall be attached to the exterior surfaces of any residence or unit or garage except where such exterior surfaces face an interior patio, or unless written permission is first obtained from either the Architectural Control Committee or the Board of Managers.

ARTICLE XII: GENERAL PROVISIONS.

Section 1: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 2: The Association, or any owner, shall have the right to enforce, by any proceeding at law or inequity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisbns of this declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall be deemed a waiver of the right to do so thereafter.

Section 3: Invalidation of any of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 4: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This declaration may be amended during the first twenty year period by an instrument signed by not less than eighty-eight per cent of the unit owners, and thereafter by an instrument signed by not less than seventy per cent of the unit owners. Any amendment must be recorded.

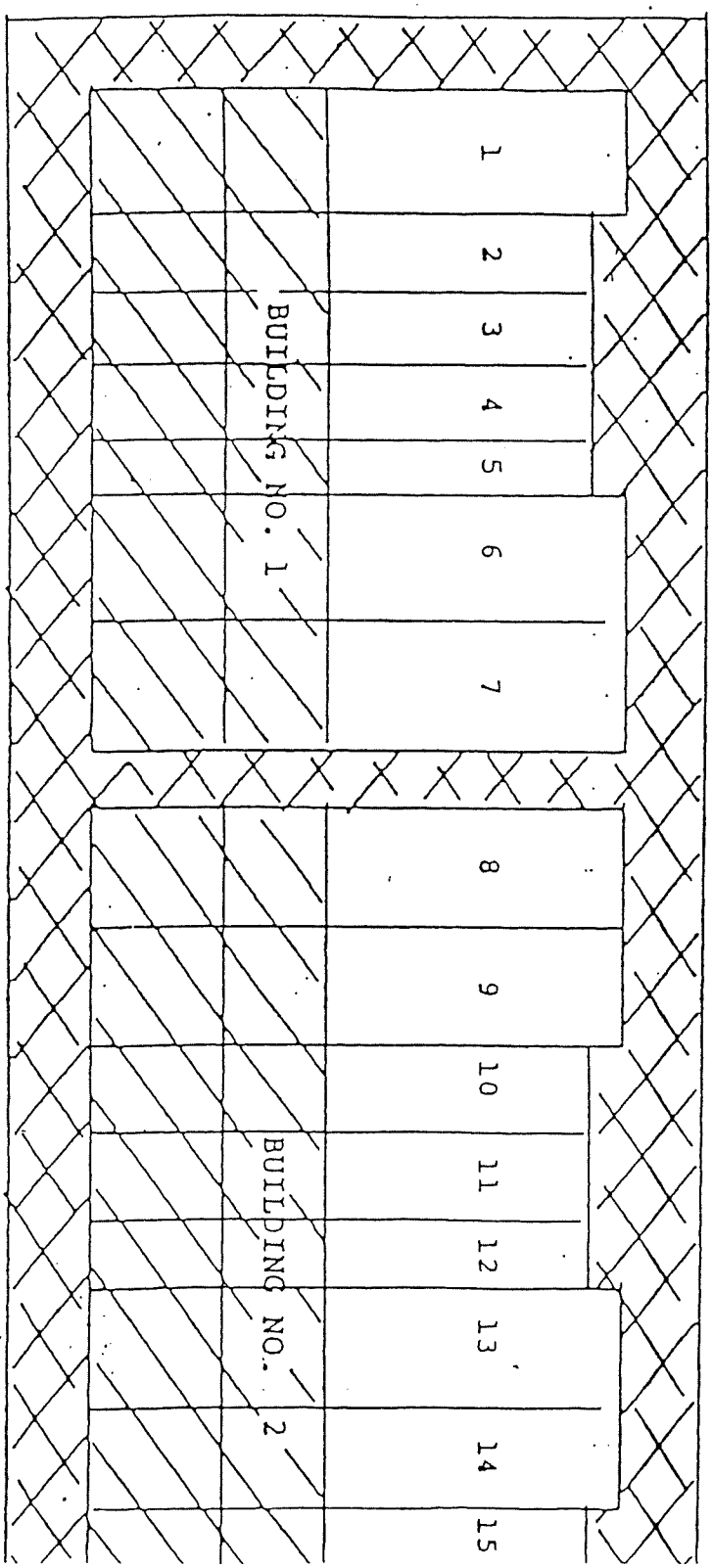
Section 5: Any additional resident property or common area may be annexed to the project property with the consent of seventy per cent of the unit owners.

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EXHIBIT "A"

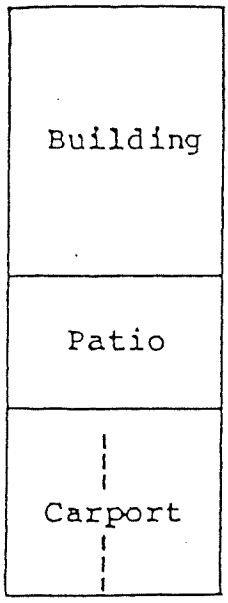
POCATELLO CREEK TOWNHOUSES

Condominium Map



NOT TO SCALE

Typical Unit



Legend

Unit #1, etc.

Limited Common Area

Common

595063

EXHIBIT "A"

POCATELLO CREEK TOWNHOUSES

Legal Designation and Percentage of Interest

Unit Designation	Location	Building Number	Approximate Area	Percentage	Vote
1	North End	1	1360	6.89	1
2	Northerly Half	1	1024	5.18	1
3	Northerly Half	1	1024	5.18	1
4	Middle	1	1024	5.18	1
5	Southerly Half	1	1024	5.18	1
6	Southerly Half	1	1360	6.88	1
7	South End	1	1360	6.89	1
8	North End	2	1360	6.89	1
9	Northerly Half	2	1360	6.88	1
10	Northerly Half	2	1024	5.18	1
11	Northerly Half	2	1024	5.18	1
12	Northerly Half	2	1024	5.18	1
13	Southerly Half	2	1360	6.88	1
14	Southerly Half	2	1360	6.88	1
15	Southerly Half	2	1024	5.18	1
16	Southerly Half	2	1024	5.18	1
17	South End	2	1024	5.19	1

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IN WITNESS WHEREOF, the undersigned, being the Declarants herein, and the Secured Party, respectively, have hereunto set their hands, this ____ day of March, 1978.

RONALD G. HAYTER

PAMELA J. HAYTER

VIRGIL D. TINKER

LOIS M. TINKER

JEROME A. KREMER

"Declarants"

UTAH MORTGAGE AND LOAN

By: _____
Mortgage Loan Officer

Attest: _____

"Secured Party"

STATE OF IDAHO)
County of Bannock) ss.

On the 7th day of March, 1978, before me, a Notary Public in and for said State, personally appeared RONALD G. HAYTER, PAMELA J. HAYTER, VIRGIL D. TINKER, LOIS M. TINKER, and JEROME A. KREMER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

NOTARY SEAL

Notary Public for Idaho
Residing at: Pocatello, Idaho

STATE OF IDAHO)
County of Bonneville) ss.

On the 6th day of March, 1978, before me, a Notary Public in and for said State, personally appeared Judy K. Maxfield and _____, known to me to be the Mortgage Loan Officer respectively of the corporation that executed the foregoing instrument, and acknowledged to me that said corporation executed the same.

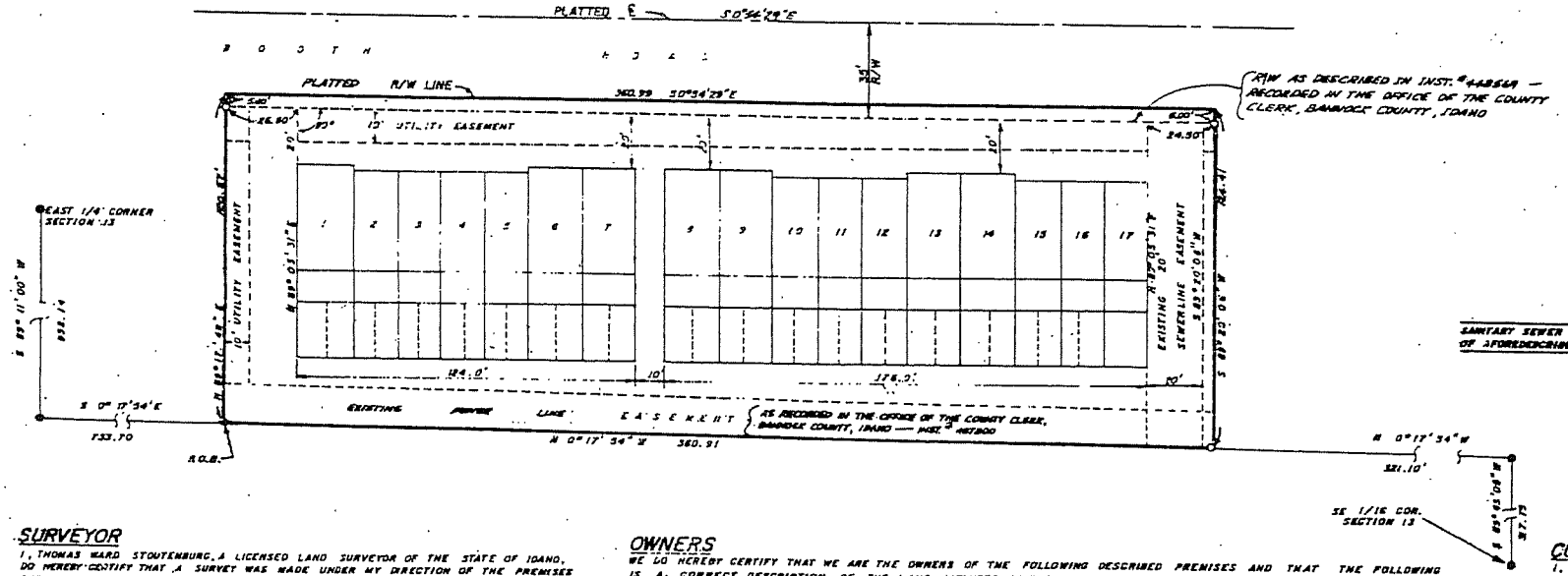
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate above written.

NOTARY SEAL

Notary Public for Idaho
Residing at:

NOTES

1) SANITARY RESTRICTIONS IN FORCE UNDER TITLE 50, CHAPTER 13, IDAHO CODE.
2) ○ — 5/8" X 24" IRON PIN TAGGED L.S. 968
3) ALL AREAS OTHER THAN BUILDING AREAS ARE TO BE COMMON AREAS.
4) ⊕ — 2" DIA. IRON PIPE



NORTH

SCALE: 1" = 50'

SANITARY SEWER EASEMENT: THE WEST 37.00 FEET OF AFOREDESCRIBED PROPERTY.

SURVEYOR

I, THOMAS WARD STOUTENBURG, A LICENSED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES SHOWN ON THIS PLAT; I FURTHER CERTIFY THAT SAID PLAT WAS MADE UNDER MY DIRECTION AND THAT SAID PLAT SHOWS THE WHOLE OF DESCRIBED LAND, THE SAME KNOWN AS POCATELLO CREEK TOWNHOUSES, LOCATED IN BANNOCK COUNTY, IDAHO; THAT SAID PLAT CORRECTLY REPRESENTS THE LAND AS IT IS MARKED UPON THE GROUND, AND THAT THE STATUTES OF THE STATE OF IDAHO HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY THAT THIS IS A TRUE COPY OF SAID PLAT.

THOMAS WARD STOUTENBURG L.S. 968

SUBSCRIBED AND SWORN TO THIS 14 DAY OF Dec 1977.

NOTARY PUBLIC, POCATELLO, IDAHO

OWNERS

WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE FOLLOWING DESCRIBED PREMISES AND THAT THE FOLLOWING IS A CORRECT DESCRIPTION OF THE LAND INCLUDED IN THE PLAT OF POCATELLO CREEK TOWNHOUSES LOCATED IN THE CITY OF POCATELLO, BANNOCK COUNTY, IDAHO.

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 13, THENCE S 89° 11' 00" W ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 932.14 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE S 00°17'34" E ALONG SAID WEST LINE 733.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 89°17'48" E, 120.67 FEET; THENCE S 0°54'29" E, 360.99 FEET; THENCE S 89° 20' 06" W, 186.41 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE N 00° 17'34" W ALONG SAID WEST LINE, 360.91 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT: A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND 20' WIDE LYING 10' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT THE EAST 1/16 CORNER OF SAID SECTION 13; THENCE EASTERLY ALONG THE LATITUDINAL CENTERLINE 318.2 FEET MORE OR LESS, TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE S 00° 17'34" E ALONG SAID WEST LINE 1080.61 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING; THENCE S 89° 20' 06" E, 119.41 FEET TO THE EAST RIGHT OF WAY OF BOOTH ROAD.

RON HAYTER - OWNER

JERRY KREMER, OWNER

VIRGIL TONKER - OWNER

NOTARY PUBLIC

COUNTY RECORDER

I, TIM CRIESER, COUNTY RECORDER OF BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PLAT OF POCATELLO CREEK TOWNHOUSES LOCATED IN BANNOCK COUNTY, IDAHO.

TIM CRIESER - COUNTY RECORDER

INSTRUMENT NO. 591158
TIME 11:00 AM DATE June 6 1978
BOOK 69 PAGE 29
RECORDS OF BANNOCK COUNTY, STATE OF IDAHO.
RECORDER Tim Crieser
FEE 20.00
AT REQUEST OF Northwestern Engineering

COUNTY ENGINEER

I, LES BALLIF, DO HEREBY CERTIFY THAT I HAVE REVIEWED THE PLAT OF POCATELLO CREEK TOWNHOUSES AND FIND THAT THE LEGAL DESCRIPTION CONFORMS TO THE DRAWING OF THE PROPERTY.

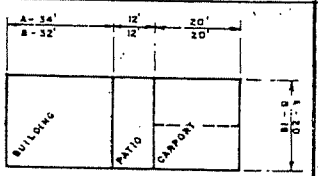
LES BALLIF, COUNTY ENGINEER

CITY OF POCATELLO

I, DONNA BOE, MAYOR OF THE CITY OF POCATELLO, IDAHO, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT OF POCATELLO CREEK TOWNHOUSES LOCATED IN BANNOCK COUNTY, IDAHO WAS ACCEPTED AND APPROVED BY THE POCATELLO CITY COUNCIL THIS 18 DAY OF June 1977. IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 5 DAY OF June 1978.

CITY CLERK — MAYOR — CITY ENGINEER

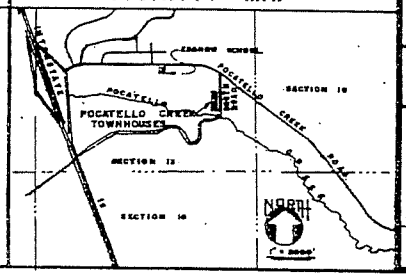
TYPICAL UNIT



A - UNITS 1, 6, 7, 8, 9, 13, 14
B - UNITS 2, 3, 4, 5, 10, 11, 12, 15, 16, 17

NO SCALE

VICINITY MAP



POCATELLO CREEK TOWNHOUSES

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP SIX SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

NORTHWESTERN ENGINEERING INC.

ENGINEERING · PLANNING · SURVEYING

196 PARK AVE. POCATELLO, IDAHO
PHONE (208) 233-7341 P.O. BOX 846

DRAWN BY:
JOB NO. 77-
CHK'D BY:
10-18-77

While this is a scale reproduction of the recorded plat, this company assumes no liability for variations, if any, with a re-survey.

JANUARY 23, 2003

THE BOARD OF MANAGERS HAS ADOPTED THE FOLLOWING RULE PURSUANT TO ARTICLE 5, SECTION 8, ON PAGE 8 OF THE BYLAWS:

NO VEHICLES, RV'S, BOATS, CAMPERS, SNOWMOBILE MACHINES, OR TRAILERS MAY BE PARKED IN THE LOT SOUTH OF THE TOWNHOUSES FOR MORE THAN TWO WEEKS UNLESS REGISTERED IN THE NAME OF AN OWNER OR TENANT OF THE POCATELLO CREEK TOWNHOUSES.