

LEGEND

- FOUND BRASS CAP
- SET 5/8" x 30" IRON PIN
- SET 1/2" x 24" IRON PIN
- △ SET P-K NAIL

LOT DESIGNATION

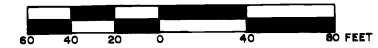
- | | |
|--------------|--|
| LOT 1 thru 9 | TOWNHOUSE UNITS |
| LOT 10 | PRIVATE DRIVE |
| 1A thru 9B | DESIGNATED PARKING (TYPICAL) - A PORTION OF LOT 11 |
| LOT 11,12 | COMMON AREA |

NOTES

1. BUILDING SETBACKS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF BOISE CITY OR CU 119-85.
2. ANY RESUBDIVISION OF THIS PLAT SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. SUBDIVIDER WILL COMPLY WITH DISCLOSURE REQUIREMENTS OF SECTION 31-3805 OF THE IDAHO CODE.
4. A 10' UTILITY EASEMENT IS LOCATED ALONG THE EXTERIOR BOUNDARY LINES.
5. LOT 10 IS DESIGNATED AS A COMMON AREA TO BE USED FOR INGRESS-EGRESS, PARKING AND UTILITIES.
6. LOT 10 IS COVERED BY A BLANKET DRAINAGE AND UTILITY EASEMENT.
7. LOT 10 IS HEREBY DESIGNATED AS A PRIVATE DRIVE WITH A PERPETUAL EASEMENT FOR INGRESS & EGRESS AND THAT SUCH EASEMENT SHALL RUN WITH THE LAND.

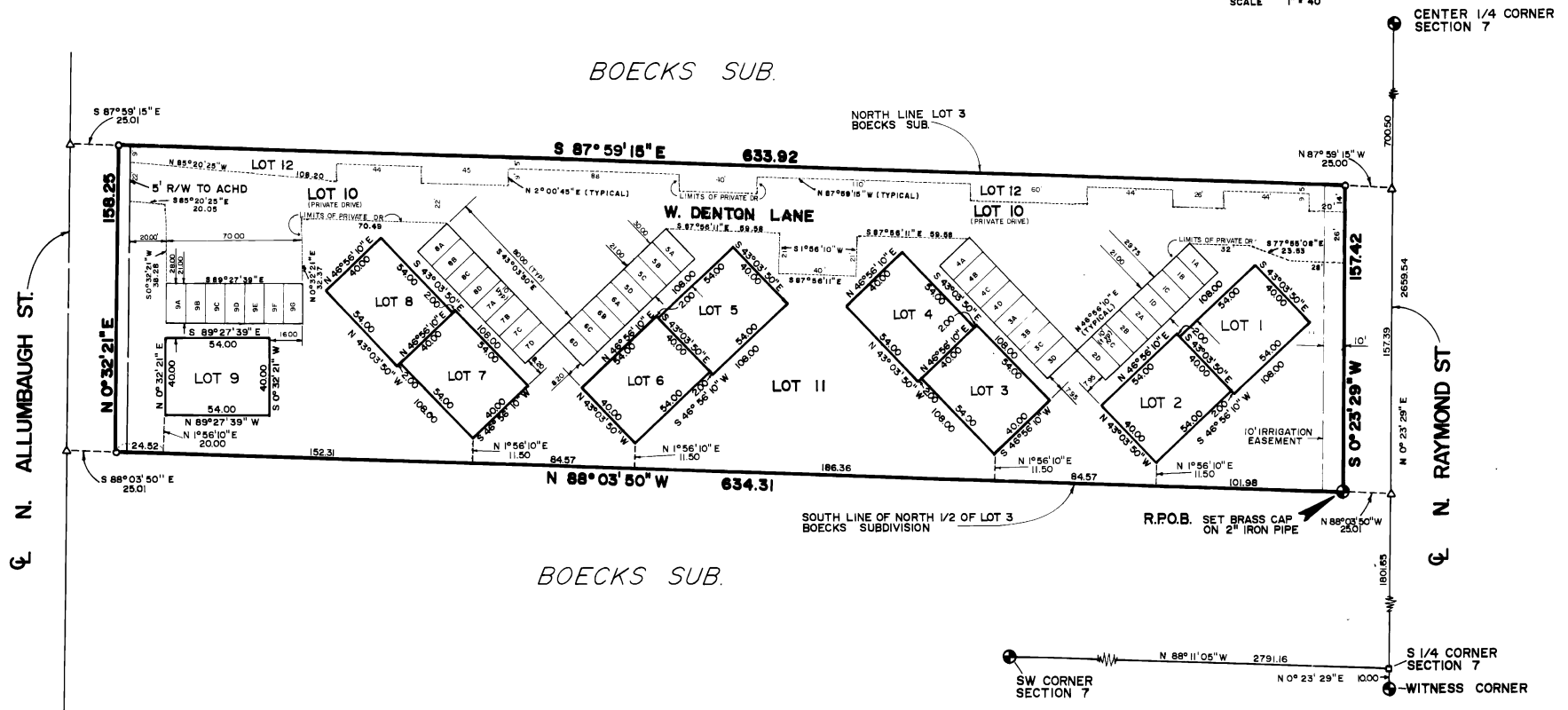
NIKKI LYNN SUBDIVISION

A TOWNHOUSE SUBDIVISION LOCATED IN THE NORTH 1/2 OF
LOT 3 BOECKS SUBDIVISION SECTION 7 T.3N., R.2E., B.M.
ADA COUNTY, IDAHO



1985
4
NORTH

SCALE 1" = 40'



TEALEY'S LAND SURVEYING
BOISE IDAHO

CERTIFICATE OF OWNERS

NIKKI LYNN SUBDIVISION

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED:

A parcel of land located in the North 1/2 of Lot 3, Boecks Subdivision in Section 7, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Center 1/4 Corner of said Section 7, a point marked by a Brass Cap; thence South 0° 23' 29" West 857.89 feet to a point; thence North 88° 03' 50" West 25.01 feet to a Brass Cap on the West Right-of-Way of Raymond Street, The Real Point of Beginning; thence continuing

North 88° 03' 50" West 634.31 feet to a 5/8" Iron Pin on the East Right-of-Way of Allumbaugh Street; thence along said East Right-of-Way of Allumbaugh Street

North 0° 32' 21" East 158.25 feet to a 5/8" Iron Pin; thence leaving said East Right-of-Way of Allumbaugh Street

South 87° 59' 15" East 633.92 feet to a 5/8" Iron Pin on the West Right-of-Way of Raymond Street; thence along said West Right-of-Way of Raymond Street

South 0° 23' 29" West 157.42 feet to The Point of Beginning.

Said Parcel Contains 2.2968 Acres.

THAT IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT; THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATES TO THE PUBLIC FOR PUBLIC USE FOREVER ALL STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC; BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON AND NO STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

Walter Sigmont *Ruth A. Sigmont*
President Secretary/Treasurer
PACIFIC NORTHWEST ELECTRIC

ACKNOWLEDGMENT

STATE OF IDAHO) SS
COUNTY OF ADA)

ON THIS 10th DAY OF MARCH IN THE YEAR OF 1986, BEFORE ME, Delvin E. Snider, A NOTARY PUBLIC, PERSONALLY APPEARED Walter Sigmont & Ruth A. Sigmont KNOWN OR IDENTIFIED TO ME TO BE THE President and the Secretary/Treasurer OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.



Delvin E. Snider
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NUMBER 8666476

THIS IS TO CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF ADA COUNTY, IDAHO, THIS 3rd DAY OF January, 1986 AT 4:35 P.M., AT THE REQUEST OF Walter Sigmont & Ruth A. Sigmont AND DULY RECORDED IN PLAT BOOK NO. 54 AT PAGES 44 & 45 & 46

Helma E. Kuchel *John R. Sigmont*
DEPUTY EX OFFICIO RECORDER

\$10 =

ADA COUNTY ASSESSORS OFFICE

BY *John R. Sigmont*
November 3, 1986

CERTIFICATE OF SURVEYOR

I, PATRICK A. TEALEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF NIKKI LYNN SUBDIVISION AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.



CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT, LISTING THE CONDITION APPROVED.

April 9, 1986
DATE



A.C.H.D. COMMISSIONER'S ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10 DAY OF APRIL, 1986.

Charles L. Winder
COMMISSION CHAIRPERSON

CITY ENGINEER'S APPROVAL

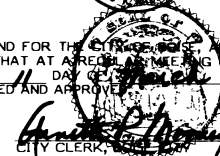
THE UNDERSIGNED HEREBY CERTIFIES THAT THE PROPERTY DESCRIBED IN THIS PLAT LIES WITHIN THE CITY LIMITS OF BOISE, IDAHO, AND THAT THIS PLAT HAS BEEN EXAMINED BY THE UNDERSIGNED AND IS APPROVED.

10/21/86
DATE



CITY ACCEPTANCE

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE BOISE CITY COUNCIL HELD ON THE 11 DAY OF March, 1986, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



CERTIFICATE OF COUNTY TREASURER

I, BARBARA BAUER, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY HAVE BEEN PAID IN FULL, THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

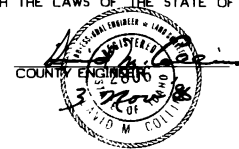
November 3, 1986
DATE

Barbara Bauer
BARBARA BAUER COUNTY TREASURER

CERTIFICATE OF COUNTY ENGINEER

THIS IS TO CERTIFY THAT THE UNDERSIGNED HAS CHECKED THE FOREGOING PLAT AND COMPUTATIONS FOR MAKING THE SAME AND HAS DETERMINED THAT THEY COMPLY WITH THE LAWS OF THE STATE OF IDAHO RELATING THERETO.

DATE



13, Idaho Code

ROBERT L. ALDRIDGE, CHARTERED
Attorney at Law
1209 North Eighth Street
Boise, Idaho 83702-4297
Phone: (208) 336-9880
Attorney for Declarant

DECLARATION AND ARTICLES OF
COVENANTS, CONDITIONS AND RESTRICTIONS

NIKKI LYNN SUBDIVISION

THIS DECLARATION, Made on the date hereinafter set forth by Pacific Northwest Electric, Inc., hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Boise, Ada County, State of Idaho, which is more particularly described on Exhibit 1, attached hereto and incorporated herein as if set forth in full; and,

WHEREAS, Declarant wishes to bring said property under the "Condominium Property Act", Idaho Code, §55-1301 et seq.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Exhibit 1 shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the said real property and improvements and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to the NIKKI LYNN SUBDIVISION Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Pacific Northwest Electric, Inc., and the successors and assigns thereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property described on Exhibit 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners as shown and described in Exhibit 1 attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Lot" shall mean and refer to any plot of land designated on Exhibit 1, together with all buildings and appurtenances thereto, excluding the Common Area and streets delineated thereon.

ARTICLE 2

PROPERTY RIGHTS

Section 1. 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 Lot, 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 Lot 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 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) FURTHER, if ingress and/or egress to any Lot, or the residence thereon, is through or over any portion of the Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement in favor of the Owner of such Lot(s) for such ingress and/or egress.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his, her or its right of enjoyment to the Common Area and facilities to tenants or contract purchasers who occupy the Lot owned by the owner.

Section 3. Conveyance of Common Area. The Common Area shall be conveyed to the Association free and clear of any and all encumbrances of any nature (save and except utilities easements and the like) prior to the time of any H.U.D. insurance of a mortgage or deed of trust for a Lot.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have the classes of voting membership, which shall include all owners, which are set forth and described on Exhibit "2", attached hereto and incorporated herein as if set forth in full, together with the limitations or conditions described in such Exhibit "2". The number of votes, or fraction votes, for each owner are set forth on Exhibit 2. When more than one person holds an interest in any Lot, all such persons (or entities) shall be members of the Association, sharing and dividing the total number of votes allocated to said Lot as such persons or entities shall decide among themselves.

ARTICLE 4

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot 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:

- (a) annual assessments or charges; and,
- (b) special assessments for capital improvements.

The annual and special assessments shall be established and collected as hereinafter provided. Said assessments, together with interest, costs, and reasonable attorney's 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's fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due. Additionally, the personal obligation for delinquent assessments shall pass to the successors and assigns, transferees etc. of such Owner, whether or not expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and their tenants, and for the improvement and maintenance of the Common Area and of the Property. Additionally, certain expenses are set forth on Exhibit 3 hereto which are to be paid by assessment, which said Exhibit is attached hereto and incorporated herein as if set forth in full, and such Exhibit shall be deemed to be illustrative and not exhaustive in nature, with all expenses of a similar or like nature to also be allowable expenses for assessment.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon, the Common Area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, except the Declarant, actually voting, in person or by proxy, at meeting duly called for this purpose, AND PROVIDED FURTHER, that such capital improvements may not be subject to payment through or by special assessments or by regular assessments during the development period, as defined by H.U.D..

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, supra, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of such membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for each Lot. All assessments shall be collected monthly unless otherwise expressly directed by the Association.

Section 6. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recordation of this Declaration. The Association may declare a short year for the first annual assessments, but shall thereafter use twelve month years therefore, unless the entire fiscal year of the Association be changed. In the event of a short year, the first or other annual assessment for such short year shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot have been paid.

Section 7. Interest and Lien. The amount of any assessment, whether regular or special, assessed to the Owner of any Lot, not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not in excess of the then interest rate permitted on Federal Housing Administration insured mortgages and, together with costs, including reasonable attorney's fees and costs of recordation, shall become a lien upon such Lot, upon recordation of a Notice of Assessment stating the amount of the claim or delinquency, the interest and costs which have accrued thereon, the description of the Lot against which it has been assessed, and the name of the record or reputed Owner thereof. Such Notice shall be signed by an officer of the Association. Such Notice, upon recording, shall create a lien upon the Lot described in the amount set forth, plus accruing interest and costs. In no event shall a Declaration of Homestead be prior to such a lien, even though the lien is recorded after the Declaration of Homestead. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further Notice releasing the lien must be recorded. Such lien may be foreclosed in the same manner as if provided by the laws of the State of Idaho for the foreclosure of a mechanic's or similar lien, or as otherwise provided by law for foreclosure of such a lien. A certificate executed and acknowledged by the Association stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust existing on the date the assessment became due and owing, but shall be superior to all other mortgages, deeds of trust or encumbrances. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage or first deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees shall have no responsibility to collect assessments.

ARTICLE 5

APPROVAL OF PLANS

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 Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) 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 6

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of such proceeding, the prevailing party shall be entitled to all reasonable damages shown, including reasonable attorney's fees and costs.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions 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 a successive period of ten (10) years, and may be extended thereafter by recording of a Declaration of Extension by Declarant or the successors in interests of Declarant. This Declaration may be amended during the first year after its recording by Declarant, without the need for approval or joining in such amendment by any of the Owners. During the second through twentieth years after recording, this Declaration or its amendments may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional property and Common Area may be annexed to the properties with the consent of two thirds (2/3) of the votes of the Owners.

Section 5. Voting. Any reference throughout this Declaration to votes or voting or consent or approval of the Association or the Owners shall refer to the casting of votes as allocated on Exhibit 2. A "majority" or "two-thirds" or "seventy-five percent" or other description of some portion or percentage of the votes of the Association or Owners shall always, and without exception, refer to a portion or percentage of the allocated votes as set forth on Exhibit 2, and not to a portion or percentage of the number of Lots or Owners, save and except for Section 3 of this Article Six. Therefore, voting shall never be conducted by any other system other than that set forth on Exhibit 2.

ARTICLE 7

EXTERIOR AND INTERIOR MAINTENANCE

Each Owner shall be responsible for both exterior and interior maintenance of the improvements on each Lot, and shall keep such improvements in good condition, including: paint, repair, replacement and care for roofs, gutters, downspouts, exterior and interior building surfaces, fences, trees, shrubs, grass, walks and glass surfaces. Further, in the event that the need for maintenance or repair of any part of the Common Area or its improvements is caused through the willful or negligent act of the Owner, his family, guest, invitees or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE 8USE PROVISIONS

Section 1. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or appropriately screened from view.

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.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Area. However, each Owner may, within the confines of the laws, rules, and regulations of the appropriate governmental body having cognizance thereof, and subject to such rules and regulations as the Association may adopt, keep household pets. No dog shall be allowed on the Common Area without being held on a leash, and any excrement or other debris left by or caused by such dog shall be promptly and completely removed by the person in control of such dog.

Section 4. No noxious or offensive or illegal activity shall be carried on, in, or upon any Lot or 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 any Lot, or the Common Area, may be used for non-Residential purposes or for purpose incidental or accessory thereto.

Section 6. No signs shall be erected.

Section 7. No television, radio, or other antenna, or dish, or other item of a similar nature, shall be located on any Lot or the Common Area which is exposed to view from any other Lot or from the Common Area, unless approved in writing by the Association.

Section 8. Nothing shall be altered, or constructed in, or removed from, the Common Area except upon the written consent of the Association.

Section 9. No boats, mobile homes, trailers, trucks or campers shall be parked anywhere on the Properties or on areas adjacent to the Properties utilized for parking. The Association may promulgate parking regulations and requirements from time to time, which shall be binding on all Owners and which all Owners shall enforce as to invitees, guests, and other persons reasonably within the control or influence of such Owner. Included in such regulations and requirements shall be an allocation to each Lot, at such ratio as the Association shall determine in writing, for vehicles allowed to

park regularly on the Properties. The Association may also direct that parking be in designated areas, and/or may assign and designate exclusive parking spaces to individual Owners or Lots.

Section 10. No Owner shall violate any rules for use of the Common area adopted by the Association and furnished in writing to the Owners, and the Association is authorized to adopt such rules.

ARTICLE 9

ENCROACHMENTS

If any portion of a building or structure now existing or hereafter constructed encroaches upon any part of the Common Area, such encroachment shall be promptly removed and the Common Area restored, upon notice by the Association to the Owner of the encroachment in writing.

ARTICLE 10

SEWER MAINTENANCE

Section 1. Each Owner expressly agrees by the acceptance of a deed to a Lot that such Owner will abide by and be bound by the requirements of the appropriate sewer district as to maintenance of lines and facilities relating to sewers on the Property, and each Owner acknowledges that such sewer district may require that all lines and facilities on, in or under the Property be maintained by the Owners or the Association, even though such lines or facilities may not lie under a Lot and may previously have been the responsibility of the sewer district.

Section 2. The Association may make assessments for the purpose of maintenance of the sewer lines and facilities not maintained by the appropriate sewer district, lying in, on, or under the Property.

ARTICLE 11

PROPERTY MANAGER

The Association may retain, and pay, a property manager, to collect assessments, manage the Common Area, determine charges and otherwise act on behalf of the Association, subject to the compensation and definition of duties set forth by the Association. The costs of such property manager shall be assessed to the Owners. An existing property manager may be discharged only by a vote of seventy five percent (75%) of the votes of the Owners and with approval in writing by the Declarant or the successors in interest of the Declarant.

ARTICLE 12IRRIGATION, CITY WATER

Section 1. Irrigation. Irrigation shall be furnished through a common meter and shall be maintained by the Association and the costs thereof assessed to the Owners. No irrigation water shall be guaranteed to any Lot or the Common Area, such being at the sole discretion of the Association.

Section 2. City Water. The Lots are served by individual water meters. Each Owner shall be solely responsible for, and shall pay promptly and without delinquency, any and all water costs shown by the meter serving that Owner's Lot.

ARTICLE 13RESTRICTION OF USAGE

No usage shall be made of any Lot which is not then allowable under the existing residential zoning, or its equivalent then existing, in the City, County, or other appropriate zoning district, in which the Properties are located. It is the purpose of this restriction to limit usage of the Lots to residential purposes only. If no such zoning exists at the time such a question arises, and no reasonable equivalent zoning can be determined, then the zoning requirements in effect in the City, County or other appropriate zoning district, as the case may be, on the date of recording of this Declaration shall be controlling.

ARTICLE 14PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties, and which is placed on the dividing line between the Lots, 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 shall 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 such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE 15DISSOLUTION OF ASSOCIATION

In the event the Association is dissolved, the assets thereof, after payment of all just debts of the Association, shall be either: (a) dedicated to an appropriate public body; or, (b) conveyed to a nonprofit organization with similar purposes.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set hand and seal this ~~3rd~~ ^{31st} day of ~~July~~ ^{WTS DEC.}, 1986.

PACIFIC NORTHWEST ELECTRIC, INC.

Walter T. Sigmont, Jr.
Walter T. Sigmont, Jr., President

ATTEST: Ruth A. Sigmont
Ruth A. Sigmont, Sec.

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ~~3rd~~ ^{31st} day of ~~July~~ ^{WTS DEC.}, 1986, before me, Stephanie M. Scott ~~Robert E. Aldridge~~, a Notary Public in and for said State, personally appeared WALTER T. SIGMONT, JR. and RUTH A. SIGMONT, known or identified to me to be the President and Secretary respectively of PACIFIC NORTHWEST ELECTRIC, INC., and to be the persons whose names are attached to the foregoing instrument, and acknowledged to me that said corporation executed the same.

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



Stephanie M. Scott
Notary Public for Idaho
Residing at Meridian
~~Commission Expires 9/3/91~~
Commission Expires 9/3/91

EXHIBIT 1DESCRIPTION OF PROPERTIESI. Description of General Property:

The general property is described as NIKKI LYNN SUBDIVISION, as described in the official plat thereof, records of Ada County, Idaho. Said plat is incorporated herein as if set forth in full.

II. Description of Lots:

Lots 1 through 9, according to said plat.

III. Common Area:

Lots 10 and 11 are considered to be common areas, including roads and parking, according to said plat.

IV. Right of Ingress and Egress:

Each Owner and his successors in interest, transferees, assigns, etc. shall have full right to use of the streets in the common area for ingress to and egress from the Lot owned by such Owner. The general public shall also have such rights of ingress and egress as are necessary or helpful to allow full residential usage by an Owner of his Lot.

9310000882

EXHIBIT 2

ALLOCATION OF VOTES AND COMMON AREA OWNERSHIP

1. Allocation of Votes. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant (until the cessation of Class B membership, at which time the Declarant shall become a Class A member), and shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,

(b) the date of _____ is reached.

PROVIDED FURTHER, that while Declarant has a majority of the outstanding votes, and therefore controls the Association, H.U.D must approve: (a) any action which may affect the easements in the Common Area; and/or (b) any amendment of any document requiring original approval by H.U.D..

2. Common Area Ownership. Each Lot shall have an equal percentage of ownership interest in the Common Area which is to be allocated to each Lot for purposes of tax assessment under Section 55-1514, Idaho Code, and for purposes of liability as provided by Section 15-1515, Idaho Code. Said percentage is fixed by taking as a basis the value of each Lot in relation to the value of the Properties as a whole.

Ada County, Idaho, ss :
Request of *Pacific Northwest Electric Inc*
TIME *2.47* M.
DATE *12.31.86*
JOHN BASTIDA
RECORDER
By *SE [Signature]*
Deputy
2800



After Recording Return To:

Iron Eagle Property Management, LLC
c/o Kathy Johnston, Managing Member
7215 W. Franklin Road
Boise, Idaho 83709

**FIRST AMENDMENT TO DECLARATION AND ARTICLES OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NIKKI LYNN SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION AND ARTICLES OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NIKKI LYNN SUBDIVISION ("First Amendment") is made and entered as of the 9 day of May, 2016, by the Nikki Lynn Homeowner Association's Board of Directors for and on behalf of all Lot Owners of record.

RECITALS

A. Declaration. Grantor, Pacific Northwest Electric, Inc., entered into and recorded that certain Declaration and Articles of Covenants, Conditions and Restrictions for Nikki Lynn Subdivision (the "Declaration"), dated as of December 31, 1986, recorded December 31, 1986, Instrument No. 8678728, official records of Ada County, Idaho. The Declaration encumbers the real property comprising Nikki Lynn Subdivision, described on Exhibit "A." Exhibit "A" is attached to this First Amendment and incorporated herein by this reference.

B. Purpose of Amendment. Pursuant to Article 6, Section 3, the Nikki Lynn Homeowner Association's Board of Directors wish to amend the Declaration and add Section 9 to Article 4, titled "Transfer Fee" to provide for a one-time assessment fee of \$500.00 in the sale of a Lot between the Lot Owner (Seller) and the prospective Buyer.

C. Approval of Amendment. Pursuant to the Annual Meeting of the Nikki Lynn Homeowner Association held on March 20, 2015, all Lot Owners of record voted, by proxy or in person, to approve the Transfer Fee referenced above and authorized the Board of Directors to

implement and record this amendment to the Declaration and Articles of Covenants, Conditions and Restrictions of the Nikki Lynn Subdivision.

NOW THEREFORE, pursuant to the authority granted by Article 6, Section 3 of the Declaration, the Nikki Lynn Homeowner Association's Board of Directors on behalf of all Lot Owners of record, hereby amends and adds the Transfer Fee provision to the Declaration. The term, covenant, condition, easement and restriction set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any lot, parcel, or portion thereof; shall inure to the benefit of every Lot Owner of record, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and each Lot Owner and such Lot Owner's respective successors in interest, and may be enforced by any Lot Owner or such Lot Owner's successors in interest or by the Association.

AGREEMENT

1. **Recitals.** The recitals of this amendment are hereby incorporated into the text of this Amendment and made a part hereof.

2. The Declaration shall be amended to include Article 4, Section 9 to read as follows:

Section 9. **Transfer Fee.** The Association shall assess a one-time assessment of \$500.00 for each and every sale, transfer or conveyance of ownership of a Lot between the Lot Owner of record (Seller) and the prospective Buyer. The Transfer Fee set forth herein shall be paid by the prospective Buyer to the Association at the time of closing of the sale, transfer or conveyance of ownership.

3. **Other Terms Not Modified.** The Declaration is in full force and effect and remains unaltered, except to the specific extent amended or supplemented herein. This First Amendment shall be considered part of the Declaration as such term is defined in the Declaration. In the event of any conflict with the Declaration, this Amendment shall control.

4. **Recordation.** This First Amendment shall be recorded in the office of the recorder of Ada County, Idaho.

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

NIKKI LYNN HOMEOWNER ASSOCIATION
BOARD OF DIRECTORS:

By: Janice Brown
Janice Brown, President

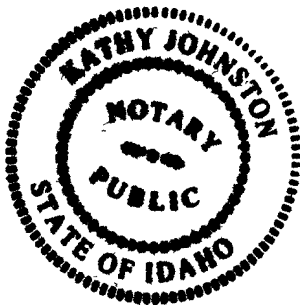
By: Wayne Newbill
Wayne Newbill, Secretary

By: Scott Crawford
Scott Crawford, Treasurer

Idaho
STATE OF ~~NEVADA~~)
Ada) ss.
County of ~~Washoe~~)

On this 24 day of June, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared JANICE BROWN, known or identified to me to be the President of the Board of Directors for the NIKKI LYNN HOMEOWNER ASSOCIATION, and that she executed the above instrument or the person who executed the instrument on behalf of the Nikki Lynn Homeowner Association and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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



Kathy Johnston
Notary Public for ~~Nevada~~ Idaho Idaho
Residing at Ada County, Nevada
Commission Expires: April 19, 2019

STATE OF Idaho)
)ss.
County of Ada)

On this 9th day of May, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared WAYNE NEWBILL, known or identified to me to be the Secretary of the Board of Directors for the NIKKI LYNN HOMEOWNER ASSOCIATION, and that he executed the above instrument or the person who executed the instrument on behalf of the Nikki Lynn Homeowner Association and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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

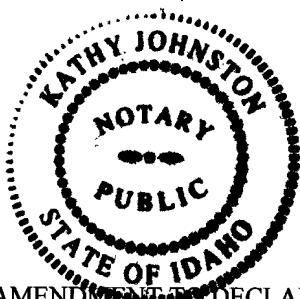


Kelley Carrington
Notary Public for Idaho
Residing at Ada County Idaho
Commission Expires: 8-5-2021

STATE OF IDAHO)
)ss.
County of Ada)

On this 10 day of May, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared SCOTT CRAWFORD, known or identified to me to be the Treasurer of the Board of Directors for the NIKKI LYNN HOMEOWNER ASSOCIATION, and that he executed the above instrument or the person who executed the instrument on behalf of the Nikki Lynn Homeowner Association and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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



Kathy Johnston
Notary Public for Idaho
Residing at Ada County, Idaho
Commission Expires: April 19, 2019