

# State of Idaho



## Department of State.

### CERTIFICATE OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the original of the articles of incorporation of

#### **EDELWEISS CONDOMINIUM ASSOCIATION, INC.**

was filed in the office of the Secretary of State on the **third** day of **December** A.D., One Thousand Nine Hundred **seventy** and **will be** ~~microfilm~~ **microfilm** of Record of Domestic Corporations, of the State of Idaho, and that the said articles contain the statement of facts required by Section 30-103, Idaho Code.

I FURTHER CERTIFY, That the persons executing the articles and their associates and successors are hereby constituted a corporation, by the name hereinbefore stated, for **Perpetual Existence** from the date hereof, with its registered office in this State located at **Boise, Idaho** in the County of **Ada**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **third** day of **December**, A.D., 19 **70**.

Pete T. Cenarrusa  
Secretary of State.

\_\_\_\_\_  
Corporation Clerk.

ARTICLES OF INCORPORATION

OF

EDELWEISS CONDOMINIUM ASSOCIATION, INC.  
(A Non-Profit Corporation)

We, the undersigned, all of whom are of full age, and citizens of the United States of America, hereby sign and acknowledge the following Articles of Incorporation for the purpose of forming a non-profit corporation under the laws of the state of Idaho:

FIRST: The name of the corporation is EDELWEISS CONDOMINIUM ASSOCIATION, INC. (A Non-Profit Corporation).

SECOND: The purposes are to constitute a "management body" as defined in Section 55-1503, Idaho Code, for the condominium being created in Blaine county, Idaho, under a declaration of condominium entitled "Declaration of Edelweiss Condominium." The corporation shall have all of the powers necessary to do all things required or convenient for it to act as the management body under the Condominium Property Act of Idaho, Chapter 15, Title 55, Idaho Code and under the Declaration mentioned and shall have all other powers permitted by law.

THIRD: The duration is to be perpetual.

FOURTH: The location and post office address of its registered office in the state of Idaho is 711 1/2 Bannock Street, Boise, Idaho 83701.

FIFTH: This corporation shall have no shares of stock but shall be organized with certificates of membership. There shall be one membership for each unit in the Edelweiss Condominium as established in Blaine county, Idaho. Each membership shall be appurtenant to one unit of such condominium and shall be owned by the person, firms or corporations which own the unit to which the membership is appurtenant. Title to the membership shall pass with and not be severed from the ownership of the unit to which the membership is appurtenant. The directors of this corporation shall cause the initial identification of the membership with the unit to which it is appurtenant and thereby establish the rights of the owners of the unit to the membership. Such identification shall be made in the form of certificate of membership adopted by the directors of the corporation. The voting rights, property rights and property interests of each membership in the corporation shall not be equal and shall be determined by the percentage of interest in the common areas of the condominium held by the owners of the units as provided in the Declaration of the Edelweiss Condominium. Thus, each membership shall have the voting power, property rights and property interests in this corporation equal to the percentage of interest that the unit to which the membership

is appurtenant has in the common areas. The members of this corporation must be and remain owners of condominiums within the project and shall include all owners of condominiums within the project. There shall be no consideration required for membership in this corporation, except that contributions to the working capital of this corporation made by the membership in addition to the right to assert the membership as provided in the Declaration of the Edelweiss Condominium. Except as herein provided for there shall be no other members or memberships in this corporation. If title to a condominium is held by more than one person, the membership appurtenant to that condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the condominium is held.

SIXTH: The names and post office addresses of the incorporators are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESS</u>
Louis A. Lotorto	1218 Third Avenue Seattle, Washington 98101
J. P. Stuart Stout	1218 Third Avenue Seattle, Washington 98101
A. M. Altringer	1218 Third Avenue Seattle, Washington 98101

SEVENTH: Bylaws of the corporation may be adopted, amended, repealed and new bylaws adopted by a majority of the total voting power of the membership of the corporation at a meeting called for that purpose.

EIGHTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, we do make and execute this certificate in triplicate, this 1st day of ~~March~~ 1970.  
December,

Louis A. Lotorto  
Louis A. Lotorto

J. P. Stuart Stout  
J. P. Stuart Stout

A. M. Altringer  
A. M. Altringer

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

December,  
On this 1st day of ~~XXXX~~, 1970, before me,  
Catherine M. Smith, a Notary Public, personally appeared  
Louis A. Lotorto, J. P. Stuart Stout, and A. M. Altringer,  
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 first above written.

(SEAL)

  
Catherine M. Smith, Notary Public

DECLARATION OF  
HOMESITE CONDOMINIUM

HOMESITE CONDOMINIUM, a Washington corporation, qualified to do business in Idaho (hereinafter called Developer), is the owner of the real estate described and hereby declares its intention to create a project subject to the provisions of the "Condominium Property Act" of the State of Idaho, and that project has been set forth in Block of Declaration Condemned to be prepared and recorded hereinafter (hereinafter referred to as the Plat) and hereby this is declared as follows:

Article I. Definitions.

Sec. 1.1. The terms used herein shall be defined as they are defined in the "Condominium Property Act" of Idaho.

Article II. Property.

Sec. 2.1. The surface of ground within the project is described as follows:

Lots 3, 4, 5 and 6 in Block 1 of Warm Springs Village Subdivision, Second Addition Revised, Blaine County, State of Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

Sec. 2.2. Each condominium unit in the project shall be legally described by reference to the Plat as recorded and the identifying number of each unit as shown on such Plat in the following manner:

"Condominium Unit No. \_\_\_\_\_ according to the Plat of Edelmeier Condominium and Declaration of Edelmeier Condominium, as recorded in Blaine County, Idaho, as instruments No. \_\_\_\_\_ and No. \_\_\_\_\_, respectively."

Sec. 2.3. The property shall include two buildings designated on the Plat as Building A and Building B, respectively. Developer has caused Building A to be constructed on the property at the time of recording this instrument. If Developer deems it advisable in its discretion, Developer may construct a second building, which, if permitted under local zoning and building regulations, shall be substantially in accordance with the floor plan of Building B as set forth in the Plat of Edelmeier Condominium. However, Developer shall have the right, if required under such local zoning and building regulations, to reduce the size of such building to conform thereto. In the event that Developer shall notify such second building as Building B from the Plat of Edelmeier Condominium, Developer shall have the right, authority and power to alter, amend and be bound and subject to this declaration and the Plat of Edelmeier Condominium and the joint use of any other parties in interest, and the same shall be done the building as actually constructed and that respect of such building, if any, may change the number of units in Building B, their respective values and the ages of ownership, provided that the values and percentages

of ownership, including the right to sell, lease, mortgage, or otherwise dispose of the unit, shall not be affected by the provisions of this Article. The Developer reserves the right to allow its agents and contractors to enter upon the unit prior to its completion for the purpose of constructing such building or such thing as the Developer deems advisable and necessary for water, sewer and other utilities serving the property.

#### Article III. Limited Common Areas.

Sec. 3.1. The balconies, as shown by the Plan are limited common areas. Each balcony area, as a balcony shall be for the use of the respective condominium owner of the unit or units which are shown on the Plan as appurtenant to such limited common areas.

Sec. 3.2. Each owner of a unit or units, the use of which a limited common area, as here is designated, shall have the exclusive right to use such area subject to the following:

(a) Such areas shall not be permitted to become unsightly by virtue of anything kept or placed thereon.

(b) The management body shall have the right to impose such reasonable restrictions upon the use of such areas as it deems advisable to preserve the appearance of the building and shall have the exclusive right to repair, maintain, replace, paint and otherwise decorate the floors, supports, rails and other parts of the balconies and the cost of such repairs, maintenance, replacement, painting and decoration shall be a common expense.

#### Article IV. Value and Percentage of Ownership.

Sec. 4.1. The value of the property as a whole shall be \$603,500.00 upon the completion of construction of Building A and the value of the property as a whole shall be \$1,283,000 upon the completion of construction of both Building A and Building B. The value of each unit is as set forth in Exhibit A attached hereto and made a part hereof.

Sec. 4.2. The percentage of undivided interest in the common areas shall be set forth on Exhibit A attached hereto. Such percentage shall be allocated to each unit for purposes of tax assessment and Section 55-1514 of the Idaho Code and for purposes of liability as provided by Section 55-1515 of the Idaho Code. The undivided interest of each unit in the common areas as herein provided for shall be appurtenant to the unit and any conveyance of a condominium unit described as provided in Sec. 2.2 shall convey and carry the undivided interest in the common areas appurtenant to such unit, which interest shall not be severed therefrom.

#### Article V. Division of the Unit Price.

Sec. 5.1. The price of a unit shall be divided into a portion for the unit and a portion for the common areas. The percentage of each price of the unit shall be the percentage of ownership of the unit prior to its sale.

Sec. 5.2. The project shall be a common interest project and may be collected by the owners of the units in the project and shall have the same legal personality and ownership of the units prior to their combination.

Sec. 5.3. A subdivision or combination of units shall be effected when the owner or owners of the units involved shall record with the Recorder of Blaine County, Idaho, a declaration of intention to do so, together with a diagram showing the plan and elevation showing the boundaries of each individual or combined units and showing their relation to the plat and showing the percentage of ownership of each.

#### Article VI. Management.

Sec. 6.1. The project shall be managed by Edelmans Condominium Association, Inc., an Idaho corporation, which shall be the management body and shall administer the project. A certified copy of its articles of incorporation is appended hereto as Exhibit B.

Sec. 6.2. The management body shall do and perform any and all acts necessary or appropriate to maintain, operate, and improve the project with the full power to delegate any and all of its powers and duties. It may record certificates of identity of the persons then composing such management body.

Sec. 6.3. The management body is hereby granted, and each owner by accepting ownership of any interest in any of the units hereby constituting the management body its lawful attorney, irrevocably, to sell and convey the entire project for the benefit of all of the owners thereof when partition of the project may be had under Section 55-1511 of the Idaho Code, which power shall be binding on all of the owners whether they expressly assume the obligations of the Declaration or not, and shall be exercisable by the management body at any time upon the written consent or vote of owners holding 50 percent or more of the voting power in the project. This power shall be exercisable only after recordation of a certificate by the president and secretary of the management body stating that such power of attorney is properly exercisable under this Declaration.

Sec. 6.3. The management body shall have the power to enforce the provisions of this Declaration which power shall not be exclusive. The management body shall have the right to enter, by its agents and contractors, any unit in connection with any duty of maintenance and construction for which it is responsible.

Sec. 6.4. The management body may, in its discretion, acquire by lease or purchase and hold any one or more additional units for the purpose of providing management quarters or offices or other proper purposes incident to the operation of the project, and pay costs incident thereto as a common expense, with the full power and authority to sell, convey, lease and otherwise dispose of the same.

#### Article VII. Assessment.

Sec. 7.1. The management body shall cause to be assessed each unit a sum of money for each calendar year. The common expenses shall be paid by the unit owner.

(a) Water, gas, electricity, heat, sewerage, telephone, and other utilities shall be provided to the common area, and, if not separately metered, to the units.

(b) Garbage, supplies, and gardening and other services to be provided for the maintenance and operation of the building, out of the common area.

(c) Fire insurance with a limited co-insurance shall be to the full insurable value of the building, together with other structures which shall be specified in the policy. The policy shall include liability insurance, workmen's compensation insurance, as required, and fidelity bonds for those holding funds of the corporation, which insurance shall be for the benefit of the owners and the mortgagees of units. Such other or additional insurance as the management body may determine from time to time in its sole discretion.

(d) The services of a person or firm to manage the building and employment of personnel necessary for operation of the project.

(e) Legal and accounting services.

(f) The maintenance and repair of any unit required to protect the common area, or other parts of the property, if after notice the owner thereof fails to make such repairs.

The common expenses may include such other goods and services as the management body deems advisable, except that the management body shall not vote capital additions or improvements having a cost of more than \$5,000.00 except in the cases of emergency or of repainting, reconstituting, and restoring common areas in accordance with this Declaration, without first obtaining an affirmative vote or consent of fifty per cent (50%) of voting power of all owners. The management body shall have exclusive right to contract for all goods and services which shall be paid for by common expense assessments and may delegate this power.

Sec. 7.2. One-twelfth of the total estimated expenses, plus a reasonable sum for contingencies less any surplus from the prior year and any expected receipts shall be assessed to each unit subject to assessment on the first of each calendar month in proportion of the unit's percentage of ownership interest in the common area. If such estimate shall be inadequate for any reason, including without limitation nonpayment of any assessment, the management body may proportionately adjust the assessments at any time. The assessment shall be levied by mailing to each owner of the unit at the address shown in the records of the management body a written statement setting forth the amount of the assessment against the individual unit. Notice stating that this such written notice is given by the management body, the amount shall be due and payable for the period of payment as the management body shall determine. Any owner who fails to pay the assessment shall be in default of the declaration and shall be liable at the rate of 18 per cent per annum from the date until paid. The assessment shall be paid within



may be used for the purpose of the project and shall not be used with any other purpose on behalf of the project and shall be paid to the management body.

Sec. 7.3. No assessment shall be made against a unit unless it is completed and ready for occupancy or unless it has been ранее conveyed to a third party by its owner.

#### Article VIII. Collection of Assessments.

Sec. 8.1. In the event that any assessment is not paid when due, the owner liable therefor, as provided in Section 55-1518 of the Idaho Code, shall pay in addition thereto interest as herein provided and the reasonable costs and expenses of collecting the same, including a reasonable sum as attorneys' fees incurred by the management body. The management body may cover any delinquent assessment with interest, costs and fees to be a lien against condominium assessed and enforced, all as provided for under Section 55-1518 of the Idaho Code.

Sec. 8.2. After ten days prior notice to an owner by mail at the address shown by the records of the management body, the management body may at its option cover any utility services to the unit of an owner who is delinquent in payment of assessments and at the option of the management body such utilities may remain covered until the assessments are currently paid.

Sec. 8.3. If an assessment against a unit is delinquent and the unit is occupied, the management body may at its option require such occupant (or any agent collecting rent for the unit's owner) to pay the fair rental value thereof directly to the management body to be applied upon delinquencies. Any such occupant or agent is authorized to pay such sums directly to the management body upon being notified of such delinquencies.

Sec. 8.4. The remedies afforded by this Article shall not be exclusive but shall be cumulative and shall be in addition to any other rights provided by law.

#### Article IX. Amendment of the Declaration.

Sec. 9.1. This Declaration may be amended at any time upon the vote or consent of more than 50 per cent of the voting power of the owners in the project and any such amendment shall be binding upon every owner and every condominium whether the burdens thereon are increased or decreased thereby and whether or not the owner of every condominium consents thereto. An amendment shall be effective when an instrument executed by the president and secretary of the management body is recorded certifying that the amendment was duly adopted as herein provided and within forty days thereafter, except for amendments provided for under Sec. 2.3 hereof.

#### Article X. Recording.

Sec. 10.1. This project shall be recorded in the "County Clerk's Office" of Idaho and shall be recorded in accordance with the provisions of Section 55-1510 of the Idaho Code.

Sec. 10.1. The project shall be subject to the provisions of the only law of the State of Idaho which shall be the provisions of Sections 1511(a) (1), (2), and (3) (b) (1), Idaho Code.

Article III. Restrictions on Use.

Sec. 11.1. The project and each unit therein shall be restricted to the following uses:

(a) The property shall be used for residential purposes only.

(b) No noxious, dangerous or unlawful thing, or activity shall be permitted on the property which shall interfere with the reasonable use or enjoyment of any part of the property or which shall cause the insurance rates on the property to be increased.

(c) Each unit shall be maintained by the owner thereof in good repair and condition. The management body may adopt such rules and regulations as may be advisable relating to the use of the units and common areas of the project.

(d) Nothing shall be kept or placed in any common area without the prior consent of the management body.

The undersigned, record owner, of the property above described subject hereto, hereby certifies that it consents to the recording of this and other documents pursuant to the "Condominium Property Act" of Idaho.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

McHART CORPORATION

By \_\_\_\_\_  
President

STATE OF IDAHO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me a Notary Public of the State of Idaho, personally appeared RONALD E. MCKINSON, known to me to be the president of McHART CORPORATION, the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Idaho

The undersigned, Notary of Idaho, do hereby certify that Robert E. Smith and Jean Smith, his wife, as holders of a necessary interest in the property described in the foregoing declaration of Idaho are constituted hereby certifying that they consent to the declaration that of and other facts set forth pursuant to the "Confirmation Property Act" of Idaho.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

BANK OF IDAHO

By \_\_\_\_\_

ROBERT E. SMITH

Jean Smith

STATE OF IDAHO )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the Bank of Idaho, the corporation that executed the above instrument and acknowledged to me that such corporation executed the same.

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

Notary Public, in and for the State of Idaho, residing at \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the State of Idaho, personally appeared \_\_\_\_\_, known to be the \_\_\_\_\_, within and foregoing \_\_\_\_\_, that they executed the same.

In \_\_\_\_\_, I have hereunto set my hand and seal this day and year in this certificate above written.

# EXHIBIT A

## TO THE DECLARATION OF EDWINSTEIN CO., LIMITED

Each unit located in Building A of the project as shown on the Plan of Edwinstein Condominium are designated by the letter "A" preceding a three-digit number. Each unit to be located in Building B of the project as shown by such Plan are designated by the letter "B" preceding a three-digit number. The value of each unit in the project as a whole, including both Building A and Building B, are shown opposite the respective unit numbers set forth below.

Until completion of construction of Building B, the percentage of ownership interest in the common areas shall be determined by the value of the units in Building A only in relation to the value of units in Building A, as indicated below. On and after the first day of the month following completion of construction of Building B the percentage of ownership in the common areas shall be determined by the value of the units in both Building A and Building B in relation to the value of all units in Building A and Building B as indicated below. The percentages of interest applicable to each unit is set forth in the following table. A determination by the management body as to when the construction of Building B was completed shall be conclusive on all interested parties.

<u>Unit Number</u>	<u>Value</u>	<u>Percentage of Interest Before Construction of Building B</u>	<u>Percentage of Interest After Construction of Building B</u>
A 101	\$12,000	1.98848	.93548
A 102	14,500	2.4027	1.1301
A 103	11,000	1.8227	.8374
A 104	14,500	2.4027	1.1301
A 105	11,000	1.8227	.8574
A 106	14,500	2.4027	1.1301
A 107	11,000	1.8227	.8574
A 109	11,000	1.8227	.8574
A 111	11,000	1.8227	.8574
A 113	11,000	1.8227	.8574
A 114	21,000	3.4797	1.6267
A 115	11,000	1.8227	.8574
A 117	11,000	1.8227	.8574

A 118	\$21,000	3.47571	1.6367
A 119	11,000	1.8227	.8573
A 120	14,500	2.4027	1.1301
A 121	11,000	1.8227	.8573
A 122	14,500	2.4027	1.1301
A 123	12,000	1.9684	.9354
A 124	14,500	2.4027	1.1301
A 201	15,000	2.4855	1.1691
A 202	32,500	5.3853	2.5331
A 203	13,500	2.2369	1.0523
A 205	13,500	2.2369	1.0523
A 206	18,500	3.0654	1.4419
A 207	13,500	2.2369	1.0523
A 209	13,500	2.2369	1.0523
A 210	25,000	4.1426	1.9486
A 211	13,500	2.2369	1.0523
A 213	13,500	2.2369	1.0523
A 214	25,000	4.1426	1.9486
A 215	13,500	2.2369	1.0523
A 217	13,500	2.2369	1.0523
A 218	25,000	4.1426	1.9486
A 219	13,500	2.2369	1.0523
A 221	13,500	2.2369	1.0523
A 222	18,500	3.0654	1.4419
A 223	15,000	2.4855	1.1691
A 224	31,000	5.1367	2.4163

Subtotal Building			
A Value	\$603,500	100.00000	

B 101	\$ 14,500	None	1.1301
B 102	14,500	"	1.1301
B 103	13,500	"	1.0523
B 104	14,500	"	1.1301
B 105	13,500	"	1.0523
B 106	14,500	"	1.1301
B 107	13,500	"	1.0523
B 108	16,000	"	1.2470
B 109	13,500	"	1.0523
B 111	13,500	"	1.0523
B 113	13,500	"	1.0523
B 114	21,000	"	1.6367
B 115	13,500	"	1.0523
B 117	13,500	"	1.0523
B 118	21,000	"	1.6367
B 119	13,500	"	1.0523
B 120	14,500	"	1.1301
B 121	13,500	"	1.0523
B 122	14,500	"	1.1301
B 123	14,500	"	1.1301
B 124	14,500	"	1.1301
B 201	17,500	"	1.3639
B 202	32,500	"	2.5331
B 203	16,000	"	1.2470
B 205	16,000	"	1.2470
B 206	18,500	"	1.4419
B 207	16,000	"	1.2470
B 209	16,000	"	1.2470
B 210	25,000	"	1.9486
B 211	16,000	"	1.2470
B 213	16,000	"	1.2470
B 214	25,000	"	1.9486
B 215	16,000	"	1.2470

B 217	\$ 16,000	"	1.2876
B 218	25,000	"	1.9696
B 219	16,000	"	1.2470
B 221	16,000	"	1.2879
B 222	18,500	"	1.4419
B 223	17,500	"	1.3638
B 224	31,000	"	2.4167

TOTALS	\$1,203,000	100.0000%	100.0000%
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