

TITLE 55
PROPERTY IN GENERAL

CHAPTER 15
CONDOMINIUM PROPERTY ACT

55-1501. SHORT TITLE. This act shall be known and may be cited as the "Condominium Property Act."

[55-1501, added 1965, ch. 225, sec. 1, p. 515.]

55-1502. PURPOSE -- PUBLIC POLICY. Whereas, the availability of more adequate financing for construction, land development and improvement, and business expansion is beneficial and advantageous to the development of the state of Idaho and in the public interest, and, whereas, the condominium estate is a concept of holding property, which concept should be clarified in the state of Idaho to permit and facilitate the construction and development of condominiums and condominium projects, together with the financing of the same;

Now, therefore, the condominium estate in property is hereby declared to be a lawful estate in property and consistent with the public policy of the state of Idaho.

[55-1502, added 1965, ch. 225, sec. 2, p. 515.]

55-1503. DEFINITIONS. As used in this act unless the context otherwise requires:

(a) "Condominium" means an estate in property as defined in section 55-101B, Idaho Code, as amended.

(b) "Project" means the entirety of the property divided or to be divided into condominiums.

(c) "Property" means the land described in the declaration recorded pursuant to section 55-1505, together with every building, improvement or structure thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit or enjoyment of the condominium owners.

(d) "Unit" means the separate interest in a condominium.

(e) "Common area" means the entire project excepting all units.

(f) "Management body" means any person or persons managing a project, and includes the condominium owners acting themselves, a corporation or association of which the owners are members or stockholders, a board of governors or directors elected by the owners, or a management agent selected by the owners, by the corporation or association, or by the board, or named in the declaration.

(g) "Limited common areas" mean those common areas and facilities designated in the declaration for use of a certain condominium owner or owners to the exclusion, limitation or restriction of others.

(h) "Person" means any individual or any corporation, joint venture, limited partnership, partnership, firm, association, trustee or other similar entity or organization.

[55-1503, added 1965, ch. 225, sec. 3, p. 515.]

55-1504. REQUIREMENTS TO QUALIFY. The requirements of this act shall apply to condominiums only (a) if there shall be recorded in the county in which such condominiums are located or to be located a declaration, as provided in this act, together with a plat or plats, and (b) if said documents, or either of them, contain an expression of intent to create a project which is subject to the provisions of this act, and (c) if at least one (1) of such documents contains:

(i) a plat or survey map of the surface of the ground included within the project,

(ii) diagrammatic floor plans of the building or buildings built or to be built thereon in sufficient detail to identify each unit, its relative location and approximate dimensions, showing elevations where multi-level or multi-story structures are diagrammed, and

(iii) a certificate consenting to the recordation of such documents pursuant to this act, executed and acknowledged by the record owner and the holder of any recorded security interest in such property. A condominium project is created if there has been substantial compliance in good faith with the provisions of this section.

The declaration and the plat or plats may, prior to the first sale of a condominium, be amended or revoked by a subsequently recorded instrument executed and acknowledged by the then record owner and the then holder of any recorded security interest in such property. Until such recordation of such a revocation, the provisions of this act shall continue to apply to such property. The term "record owner" as used in this section means the owner or owners of the property; or, in the case of property held under a recorded lease, the lessee; or, in the case of property held under a recorded sublease of such a lease, the sublessee; or, in the case of property held under a recorded assignment of such a lease or such a sublease, the assignee, but does not include holders or owners of unrecorded interests, or mineral interests, of easements or of rights of way.

[55-1504, added 1965, ch. 225, sec. 4, p. 515.]

55-1505. CONTENTS OF DECLARATION. (1) The declaration shall contain the following:

(a) A legal description of the surface of the ground within the project.

(b) A legal description of each unit in the project, which description may consist of the identifying number, symbol or name of such unit as shown on the plat.

(c) 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, Idaho Code, and for purposes of liability as provided by section 55-1515, Idaho Code. Such percentage shall be fixed either by taking as a basis the value of each unit in relation to the value of the property as a whole or by taking as a basis the square footage of the interior floor area of each unit in relation to the square footage of the interior floor area of all the units as a whole. For said purposes, the percentage so fixed shall be conclusive, subject only to clear and convincing proof of bad faith at the time of and in the making of such allocation or the last prior amendment thereof. If a substantial change is made to the value or size, depending upon the method used for allocation, of one (1) or more units as compared with other units, upon petition by a unit owner for reevaluation and allocation of percentage of ownership interest, the allocation shall be amended. Reallocation

shall not occur more frequently than every five (5) years and, if square footage is used in determining the percentage of ownership interest, only if a substantial change is made to the size of at least one (1) unit. If the board of managers fails to act, reallocation may be accomplished by court action. If court action is necessary the prevailing party may be awarded attorney's fees and costs for unreasonable pursuit or refusal.

(2) The declaration may but need not also contain any of the following:

(a) A description of the buildings in the project, stating the number of stories and basements, the number of units and the principal materials of which they are or are to be constructed.

(b) A statement of the location of each unit, its approximate area, number of rooms, and immediate common area to which it has access, and any other data for its proper identification.

(c) A description of the common areas and facilities.

(d) A description of any limited common areas and facilities, if any, stating to which units their use is reserved or the terms of applicable restrictions or limitations.

(e) The value of the property and of each unit.

(f) A statement of the purposes for which the building and each of the units are intended and restricted as to use.

(g) Provisions as to the percentage of votes by the condominium owners which shall be determinative of whether to rebuild, repair, restore, or sell the property in the event of damage, taking, or destruction of all or part of the property.

(h) Any or all of the provisions hereinafter referred to in section 55-1507, Idaho Code, as proper provisions of bylaws.

(i) Provisions for the management of the project by any management body or bodies; for the voting majorities, quorums, notices, meeting dates, and other rules governing such body or bodies; and for recordation, from time to time, as provided for in the declaration, of certificates of identity of the persons then composing such management body or bodies, which certificates shall be conclusive evidence of the facts recited therein in favor of any person relying thereon in good faith.

(j) As to any management body:

(1) For the powers thereof, including power to enforce the provisions of the declaration;

(2) For maintenance by it of fire, casualty, liability, worker's compensation and other insurance and for bonding of the members of any management body;

(3) For provision by it of and payment by it for maintenance, utility, gardening and other services; for employment of personnel necessary for operation of the project, and legal and accounting services;

(4) For purchase by it of materials, supplies and the like and for maintenance and repair of the project;

(5) For payment by it of taxes and special assessments which would be a lien upon the entire project or common areas, and for discharge by it of any lien or encumbrance levies against the entire project or common areas;

(6) For payment by it for reconstruction of any portion or portions of the project damaged, taken or destroyed;

(7) For delegation by it of its powers;

(8) For entry by it or its agents into any unit when necessary in connection with any maintenance or construction for which the management body is responsible;

(9) For an irrevocable power of attorney to the management body 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, Idaho Code, which power shall: (i) be binding upon all of the owners, whether they expressly assume the obligations of the declaration or not; (ii) if so provided in the declaration, be exercisable by less than all, but not less than fifty percent (50%), of the voting power of the owners in the project; (iii) be exercisable only after recordation of a certificate by those who have the right to exercise such power of attorney that such power of attorney is properly exercisable under the declaration, which certificate shall be conclusive evidence of the facts recited therein in favor of any person relying thereon in good faith.

(k) Provisions for amendments of such declaration or the bylaws, if any, which amendments, if made upon the vote or consent of more than fifty percent (50%) of the voting power of the owners in the project, 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 each and every condominium consents thereto.

(l) Provisions for independent audit of the accounts of any management body.

(m) (1) Provisions for assessments to meet authorized expenditures of any management body, and for a method for notice and levy thereof, each condominium to be assessed separately for its share of such expenses in proportion, unless otherwise provided, to its owner's fractional interest in the common areas;

(2) For the subordination of the liens securing such assessments to other liens either generally or specifically described.

(n) Provisions for the conditions upon which partition of the project may be had pursuant to this act. Such right to partition may be conditioned upon failure of the condominium owners to elect to rebuild within a certain period, specified inadequacy of insurance proceeds, specified damage to the building, a decision of an arbitrator, or upon any other condition.

(o) Provisions for restrictions upon the severability of the component interests in the property which comprise a condominium. Such restrictions shall not be deemed conditions repugnant to the interest created nor unlawful restraints on alienation.

(p) Such document, agreement or writing pertinent to the project or its financing as may be attached to, incorporated in or made an exhibit to the declaration and/or any bylaws.

(q) Such other provisions not inconsistent with this act as the owner or owners may deem desirable in order to promote, facilitate or preserve the property or the project or the use, development or administration thereof.

(3) Subsection (2) of this section shall not be construed as a limitation upon permissible contents and provisions of a declaration.

[55-1505, added 1965, ch. 225, sec. 5, p. 515; am. 2002, ch. 78, sec. 1, p. 175; am. 2013, ch. 192, sec. 1, p. 473.]

55-1506. ADMINISTRATION -- BY-LAWS -- ARTICLES OF INCORPORATION -- RECORDATION REQUIRED TO MODIFY OR AMEND. Except when a domestic corporation has been formed and is designated in the declaration to serve as a management body and to administer the project, the administration of every project shall be governed by by-laws, which may either be embodied in the declaration or in a separate instrument which shall be recorded with the declaration. When a domestic corporation is so formed and designated the owner or owners shall append to and record with the declaration a certified copy of its articles of incorporation from which it must appear (a) that the purpose for which such corporation was formed and its powers are consistent with the provisions of this act and (b) that the members or stockholders of the corporation must be and remain owners of condominiums within the said project and include all owners of condominiums within the project. When a corporate organization is so utilized, the administration of the project need not be governed by by-law provisions hereinafter set forth but shall be subject to the law of corporations. No modification or amendment of the declaration, of such articles or of recorded by-laws shall be effective until the same is recorded in the county where the original document was first recorded.

[55-1506, added 1965, ch. 225, sec. 6, p. 515.]

55-1507. CONTENTS OF BYLAWS. The bylaws referred to in section 55-1506, Idaho Code, when required, shall provide for at least the following:

(a) The election from among the unit owners of a board of managers, the number of persons constituting such board, and that the terms of at least one third (1/3) of the members of the board shall expire annually; the powers and duties of the board; the compensation, if any, of the members of the board; the method of removal from office of members of the board; and whether or not the board may engage the services of a manager or managing agent.

(b) Method of calling meetings of the unit owners; what percentage of the unit owners, if other than a majority, shall constitute a quorum.

(c) Election of a president from among the board of managers, who shall preside over the meetings of the board of managers and of the unit owners.

(d) Election of a secretary, who shall keep the minutes of all meetings of the board of managers and of the unit owners and who shall, in general, perform all the duties incident to the office of secretary.

(e) Election of a treasurer, who shall keep the financial records and books of account.

(f) Maintenance, repair and replacement of the common elements and payments therefor, including the method of approving payment vouchers.

(g) Method of estimating the amount of the annual budget, and the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses, and of any other expenses lawfully agreed upon.

(h) That after notice received by the manager or board of managers and within five (5) business days thereafter, 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 and other amounts set forth in section 55-1528, Idaho Code.

(i) Designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements.

(j) Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements, not set forth in the declaration, as are designed to prevent unreasonable interference with the

use of their respective units and of the common elements by the several unit owners.

(k) Method of adopting and of amending administrative rules and regulations governing the operation and use of the common elements.

(l) The percentage of votes required to modify or amend the bylaws, but each one of the particulars set forth in this section shall always be embodied in the bylaws.

[55-1507, added 1965, ch. 225, sec. 7, p. 515; am. 2018, ch. 205, sec. 2, p. 457.]

55-1508. RECORDATION OF INSTRUMENTS AFFECTING PROJECT. The declaration, plat or plats, deeds, by-laws, administrative provisions, articles of incorporation as provided in section 55-1506, any instrument by which the provisions of this act may be waived, and every instrument affecting the project or any condominium, and any amendment or amendments to such documents, shall be entitled to be recorded by the county recorder in the county or counties where the project is located, and such official shall accept the same for recordation when requested to do so.

[55-1508, added 1965, ch. 225, sec. 8, p. 515.]

55-1509. GRANT -- PHYSICAL BOUNDARIES OF UNITS -- INCIDENTS EXCLUDED -- COMMON AREAS -- DECORATING RIGHTS OF OWNER. Unless otherwise expressly provided in the declaration, deeds, plat or plats, the incidents of a condominium grant are as follows:

(a) The physical boundaries of the unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the unit includes both the portions of the building so described and the airspace so encompassed. The following are not part of the unit: bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central air-conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the unit. In interpreting the declaration, plat or plats, and deeds, the existing physical boundaries of the unit as originally constructed or as reconstructed in lieu thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in the declaration, plat or plats, or deed, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in the declaration, plat or plats, or deed, and the actual boundaries of units in the building.

(b) The common areas are owned by the owners of the condominiums as their interests appear and are set forth in the declaration pursuant to section 55-1505(1)(c).

(c) A nonexclusive right of ingress, egress and support through the common areas is appurtenant to each unit and the common areas are subject to such rights.

(d) Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise maintain, refinish, and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit, and the interior thereof.

[55-1509, added 1965, ch. 225, sec. 9, p. 515.]

55-1510. REMOVAL OF PROPERTY FROM LAW -- COMMON OWNERSHIP -- RESUBMISSION. Unless otherwise provided in the declaration, a project may be removed from the provisions of this act by a vote or written consent of the condominium owners owning at least a two-thirds ($2/3$) interest in the common areas as percentages of interest are allocated pursuant to section 55-1505(1)(c), and by filing for record in the county where the project is located a written instrument signed and acknowledged by such owners wherein it is stated that such described project is so withdrawn, provided, holders of all liens affecting any of the units or the common must consent or agree thereto in writing by recorded written instrument in which event their liens shall be deemed forthwith, and without change of seniority, transferred (a) to the former condominium owner's undivided interest in the property as hereinafter provided if such lien was upon a condominium, and (b) upon the entire property if the lien was specifically upon the common areas or the project as a whole and not upon any particular condominium or condominiums; provided further, however, nothing herein contained shall be construed to restrict the right to limit, prohibit or make other provisions respecting withdrawal from this act by provision in the declaration.

Upon such removal under this section the property shall be deemed to be owned in common and each former condominium owner shall have an exclusive right to the occupancy of what formerly was his unit. Removal of a project from the provisions of this act shall in no way bar the subsequent resubmission of the property to the provisions of this act.

[55-1510, added 1965, ch. 225, sec. 10, p. 515.]

55-1511. PARTITION -- SALE. (a) Where two (2) or more persons own condominiums in a project an action may be brought by one (1) or more of such persons for the partition of the interests comprising the project, as if the owners of all of the condominiums in such project were tenants in common in the entire project in the proportion provided for in the declaration, deeds, or plat or plats entered into with respect to such project, or, in the absence of such provision, in the same proportion as their interests in the common areas of such project; provided, however, that a partition shall be made only upon the showing that:

(1) Three (3) years after the damage to, or destruction or taking of, a material part of the project which renders the project unfit for the use to which it was put prior to such damage, destruction or taking, the project has not been rebuilt, repaired or replaced in a manner which substantially permits such use of the project, or

(2) Three-fourths ($3/4$) or more of the project has been destroyed, taken, or substantially damaged, and that persons entitled to cast fifty per cent (50%) of the votes to determine whether or not the project shall be repaired, restored or replaced are opposed to such repair, restoration or replacement, or

(3) More than fifty (50) years have elapsed since the first conveyance of a condominium in the project, and that the project is uneconomic or otherwise obsolete, and that persons entitled to cast fifty per cent (50%) of the votes to determine whether or not the project shall be repaired, restored or replaced are opposed to such repair, restoration or replacement, or

(4) That conditions for such a partition provided for in the deed, declaration, plat or plats entered into with respect to such project have been met, whether such conditions be more or less restrictive than the conditions set forth in this section.

(b) The entire project or a part thereof may be sold if it appears that a physical partition cannot be made without prejudice to the respective rights of the persons' interests therein.

(c) Nothing herein shall be deemed to prevent partition of a condominium as between two (2) or more persons having interests therein.

[55-1511, added 1965, ch. 225, sec. 11, p. 515.]

55-1512. ACTIONS RELATING TO COMMON AREAS -- PERSONS DESIGNATED TO RECEIVE PROCESS -- NEW DESIGNATION FILED -- SERVICE ON AUDITOR -- COPY FROM AUDITOR TO MANAGEMENT BODY -- APPLICATION OF CORPORATE LAW. Except when a domestic corporation has been formed and designated in the declaration to serve as the management body to administer the project, at the time the declaration is recorded one (1) or more persons shall be designated to receive service of process in any action relating to the common areas and facilities. Such designation shall be filed with the county auditor in the county in which the project is located together with an acknowledgment in writing of acceptance of such designation by the person so designated. The person so designated shall be a resident of the state of Idaho, and service upon such person shall be the exclusive method of service in any action relating to the common areas and facilities. Upon termination of such person's capacity or authority to receive service, a new designation shall be made by the management body of the project, and such designation shall be filed with the county auditor in the county in which the project is located together with an acknowledgment in writing of acceptance of such designation by the person so designated. Upon failure to so designate a person to receive service of process and to file such designation and acceptance of such designation, service may be made upon the county auditor with like effect as though said service were made upon a person designated, and it shall be the duty of the county auditor to forward a copy of such summons served on him by registered mail to the management body of the project at the address or location last known, but no failure on the part of the county auditor to mail such copy of summons shall affect the validity of the service thereof. When a corporate organization is formed and designated as the management body, service of process on the corporation shall be as permitted by law, and the Idaho rules of civil procedure.

[55-1512, added 1965, ch. 225, sec. 12, p. 515; am. 2005, ch. 110, sec. 1, p. 362.]

55-1513. ACTIONS BY MANAGEMENT ON BEHALF OF TWO OR MORE OWNERS. Without limiting the rights of any condominium owner, actions may be brought by the management body on behalf of two (2) or more of the condominium owners with respect to any cause of action relating to the common areas or more than one (1) unit.

[55-1513, added 1965, ch. 225, sec. 13, p. 515.]

55-1514. SEPARATE TAXATION -- LIEN -- TAX DEED. Notwithstanding any contrary or inconsistent provision of the Idaho Code or of this act, property taxes, assessments, special assessments, and all special taxes or charges of the state of Idaho or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against or levied upon real or personal property shall be assessed against and levied

upon each condominium and not upon the group of condominiums as a whole, and such tax, assessment or charge on each such condominium shall constitute a lien solely thereon.

A person acquiring or entitled to the issuance of a tax deed conveying the interest of any condominium owner, shall acquire only an interest subject to such provisions of this act as may be applicable, and subject to all lawful terms, provisions, covenants, conditions, and limitations which may apply thereto and appear in any recorded declaration, plat, deed or by-laws then in force and affecting such interest.

[55-1514, added 1965, ch. 225, sec. 14, p. 515.]

55-1515. OWNERS PROPORTIONATELY LIABLE FOR COMMON AREAS -- REMAINING BALANCE NOT PREJUDICED BY SETTLEMENT -- INDEMNIFICATION. Each condominium owner's liability for claims, judgments or awards arising out of or in connection with the ownership, use, operation or management of the common areas, is limited to a proportionate sum which equals the amount of any such claim, judgment or award multiplied by the percentage interest in the common areas allocated to such ownership by the declaration as provided in section 55-1505(1)(c). In any suit to establish liability for claims, judgments or awards arising out of or in connection with the ownership, use, operation or management of the common areas there shall be introduced no evidence as to the percentage interest in the common area of any condominium owner until and unless such fact becomes material and liability is fixed by judgment or agreed upon in writing signed by all affected parties to the litigation and filed with the court. Any condominium owner may compromise or settle his portion of any such claim without prejudice to the remaining balance thereof and without the same constituting evidence or an admission for or against any such claimant.

The provisions of this section shall not alter or affect the respective rights and obligations of condominium owners to or between one another to the extent that one or more may have any legal right arising from contract, statute, or the common law to be wholly or partially indemnified by one or more other persons who are likewise owners of condominiums within the same said project.

[55-1515, added 1965, ch. 225, sec. 15, p. 515.]

55-1516. LIABILITY OF UNIT OWNERS, TENANTS, EMPLOYEES -- DUTIES AND POWERS OF OWNERS. All condominium owners, tenants of such owners, employees of owners and tenants, or any other persons that may in any manner use property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and by-laws of the project adopted pursuant to the provisions of this act.

All agreements, decisions and determinations lawfully made by the management body shall be deemed to be binding on all condominium owners and shall inure to the benefit of all such owners.

Each condominium owner and any group of owners shall have standing and authority, unless otherwise provided, to enforce the provisions of the declaration and any recorded by-laws of the project.

[55-1516, added 1965, ch. 225, sec. 16, p. 515.]

55-1517. INSURANCE OF INDIVIDUAL UNITS BY MANAGEMENT BODY. The management body, if required by the declaration, by-laws or otherwise, or at the request of a mortgagee or a beneficiary of a deed of trust having a first mortgage or first deed of trust of record covering a unit or any part of the project, shall have the authority and an insurable interest to insure the project or any portion thereof against loss or damage by fire or other hazard or casualty. Such insurance coverage may be written in the name of the management body, as trustee for each of the condominium owners in the percentages established in the declaration or as otherwise provided in the declaration or provided by the management body, and premiums may be treated as common expenses. Provision for such insurance shall be without prejudice to the right of each condominium owner to insure his own unit for his own benefit. This provision shall not be construed to limit the power of such body to secure and maintain other insurance coverage or to treat the cost thereof as a common expense.

[55-1517, added 1965, ch. 225, sec. 17, p. 515.]

55-1518. ASSESSMENT AND OTHER CHARGES A LIEN -- NOTICE RECORDED -- PAYMENT AND RELEASE -- PRIORITY OF LIENS -- EXPIRATION -- EXTENSION -- ENFORCEMENT BY SALE -- PURCHASE BY MANAGEMENT BODY. An assessment upon any condominium made in accordance with the declaration, any recorded by-laws, or any duly promulgated project regulation, shall be a debt of the owner thereof at the time the assessment is made. The amount of any such assessment, together with those other charges thereon, such as interest, costs (including attorney's fees), and penalties, which may be provided for in the declaration, shall be and become a lien upon the condominium assessed when the management body causes to be recorded with the county recorder of the county in which such condominium is located a notice of assessment, which shall state the amount of such assessment and such other charges thereon as may be authorized by the declaration, a description of the condominium against which the same has been assessed, and the name of the record owner thereof. Such notice shall be signed by an authorized representative of the management body or as otherwise provided in the declaration. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the management body shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof.

Such lien shall be prior to all other liens filed or recorded subsequent to the recordation of said notice of assessment except that the declaration may provide for the subordination thereof to other liens either generally or specifically described and except further that labor or materialmen's liens arising under the law of Idaho and timely and duly filed shall have priority if the date fixed by statute for such lien to arise is prior to recording as provided in this section. Unless sooner satisfied and released or the enforcement thereof initiated as hereafter provided such lien shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, that said one-year period may be extended by the management body for not to exceed one (1) additional year by recording a written extension thereof.

Such lien may be enforced by sale by the management body, its attorney or other person authorized to make the sale, after failure of the owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law for the exercise of powers of sale in deeds of trust or any other manner permitted by law. Unless otherwise provided in the

declaration the management body shall have the power to purchase the condominium at foreclosure sale and to hold, lease, encumber and convey the same.

[55-1518, added 1965, ch. 225, sec. 18, p. 515.]

55-1519. LIENS FOR LABOR, SERVICES OR MATERIALS -- EXPRESS CONSENT -- EMERGENCY REPAIRS -- PROPORTIONATE PAYMENT FOR REMOVAL OF LIEN. No labor performed or services or materials furnished with the consent of or at the request of a condominium 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 condominium owner, or against any part thereof, or against any other property of any other condominium 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 management body, shall be deemed to be performed or furnished with the express consent of each condominium owner. The owner of any condominium may remove his condominium from a lien against two (2) 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.

[55-1519, added 1965, ch. 225, sec. 19, p. 515.]

55-1520. PERSONAL PROPERTY ACQUIRED, HELD AND DISPOSED OF BY MANAGEMENT BODY -- BENEFICIAL INTEREST PROPORTIONATE -- TRANSFER. Unless otherwise provided for in a declaration recorded pursuant to section 55-1505, a management body may acquire and hold, for the benefit of the condominium owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; the beneficial interest in such personal property shall be owned by the condominium owners in the same proportion as their respective interests in the common areas, and shall not be transferable by such owners except with a transfer of a condominium. A transfer of a condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

[55-1520, added 1965, ch. 225, sec. 20, p. 515.]

55-1521. LIBERAL CONSTRUCTION OF DEEDS, DECLARATIONS OR PLANS FOR CONDOMINIUM PROJECTS. Any deed, declaration or plan for a condominium project shall be liberally construed to facilitate the operation of the project, and provisions thereof shall be presumed to be independent and severable.

[55-1521, added 1965, ch. 225, sec. 21, p. 515.]

55-1522. RULE AGAINST PERPETUITIES AND UNREASONABLE RESTRAINTS ON ALIENATION INAPPLICABLE. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this act or any condition, conveyance or inheritance consistent herewith.

[55-1522, added 1965, ch. 225, sec. 22, p. 515.]

55-1523. REFUSAL TO APPROVE PROJECT OR RECORD PLAT FORBIDDEN. No city council, board of trustees, or other governing body of the county, town, village or city in which a project is created pursuant to this act shall have the right to refuse acceptance or approval of nor may any county refuse for recordation a plat or plats prepared pursuant to this act solely because a project is or condominiums are thereby created.

[55-1523, added 1965, ch. 225, sec. 23, p. 515.]

55-1524. APPLICATION OF LOCAL ZONING ORDINANCES. Unless a contrary intent is clearly expressed in local zoning ordinances, such ordinances shall be construed to treat like structures, lots, or parcels in like manner regardless of whether the ownership thereof is divided by sale of condominiums created in a project pursuant to this act, rather than by the lease or other disposition of such structures, lots or parcels on any part or parts thereof.

[55-1524, added 1965, ch. 225, sec. 24, p. 515.]

55-1525. "BLUE SKY LAW" INAPPLICABLE. The provisions of title 26, chapter 18, Idaho Code, shall not apply to the creation, issuance, sale, offer for sale, solicitation of an offer to buy, conveyance, transfer, or other disposition, or encumbrance or other hypothecation, or management, of condominiums or projects created pursuant to this act, or of evidences of membership in or ownership of or stock in any entity created solely to manage the affairs of a project, or to the negotiation or taking of subscriptions in respect of any of the foregoing.

[55-1525, added 1965, ch. 225, sec. 25, p. 515.]

55-1526. LEGAL DESCRIPTION THAT DESIGNATED ON PLAT OR IN DECLARATION. Every deed, contract of sale, lease, mortgage or other instrument may legally describe a condominium by its identifying number, symbol, name or other identification or designation as shown on the plat of record or as shown in the declaration, and every such description shall be deemed good and sufficient for all purposes.

[55-1526, added 1965, ch. 225, sec. 26, p. 515.]

55-1527. ZONING LAWS APPLIED WHERE NOT INCONSISTENT. Except where inconsistent with the provisions or purposes of this act, state and local laws relating to plats, recording, subdivisions or zoning shall apply to condominiums and to projects as herein defined.

[55-1527, added 1965, ch. 225, sec. 27, p. 515.]

55-1528. STATEMENT OF ACCOUNT -- DISCLOSURE OF FEES. (1) A management body or its agent shall provide a unit owner and the owner's agent, if any, a statement of the unit owner's account not more than five (5) business days after receipt of a request by the unit owner or the unit owner's agent received by the management body, the management body's manager, president, board member, or other agent, or any combination thereof. The statement of account shall include, at a minimum, the amount of annual charges against the unit, the date when said amounts are due, and any unpaid assessments or other charges due and owing from such owner at the time of the request. The

management body shall be bound by the amounts set forth within such statement of account. Charging a fee for any statement of the unit owner's account required by this section is a violation of the Idaho consumer protection act, chapter 6, title 48, Idaho Code.

(2) On or before January 1 of each year, a management body or its agent shall provide unit owners a disclosure of fees that will be charged to a unit owner in connection with any transfer of ownership of a unit. Fees imposed by a management body for the calendar year following the disclosure of fees shall not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees shall be charged to any unit owner in connection with any transfer of ownership of the unit.

[55-1528, added 2018, ch. 205, sec. 3, p. 458; am. 2023, ch. 247, sec. 1, p. 763.]