

RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO:

Instrument # 583735

HAILEY, BLAINE, IDAHO
12-29-2010 02:05:26 No. of Pages: 16
Recorded for : HAMMERLE & HAMMERLE
JOLYNN DRAGE Fee: 55.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

Warehouse West Condominium Association, Inc.

P.O. Box 1541

Hailey, ID 83333

THIRD AMENDMENT TO CONDOMINIUM DECLARATION
FOR WAREHOUSE WEST

THIS THIRD AMENDMENT to Condominium Declaration for Warehouse West ("Third Amendment") is made and entered into this 17 day of Dec., 2010, by and among Warehouse West Condominium Association, Inc. ("Association") and the Warehouse West Condominium owners ("Owners").

WHEREAS, the original Condominium Declaration and amendments thereto (all referred to together as "Condominium Declaration") for Warehouse West Condominiums, Blaine County, ID, are as follows:

1. Condominium Declaration for Warehouse West ("Declaration") was recorded December 12, 1982, as Instrument No. 233151, records of Blaine County, Idaho.
2. The Declaration was amended by the recording of the Amendments to Condominium Declaration for Warehouse West ("Amendment") on June 16, 1993, as Instrument No. 353810, records of Blaine County, Idaho.
3. The Declaration was further amended by the recording of the Annexation Supplement to Condominium Declaration for Warehouse West ("Annexation Supplement") on February 15, 1996, as Instrument No. 387042, records of Blaine County, Idaho.
4. The Declaration was further amended by the recording of the First Amendment and Restatement of Annexation Supplement to Condominium Declaration for Warehouse West ("First Amendment to Annexation Supplement") on April 25, 1997, as Instrument No. 401305, records of Blaine County, Idaho.
5. The Declaration was further amended by the recording of the Second Amendment to Condominium Declaration for Warehouse West ("Second Amendment") on June 10, 2004, as Instrument No. 504915, records of Blaine County, Idaho.

WHEREAS, at least fifty percent (50%) of the voting power, as reflected by the percentage interest in the common area, of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the by-laws of the Association have approved and adopted this Third Amendment.

WHEREAS, the Association and Owners desire to replace Paragraph 21 of the Declaration in the respects set forth below.

Now, therefore, the Association and Owners declare that the Condominium Declaration is amended as follows:

A. Paragraph 21 of the Declaration is deleted in its entirety and is replaced with this new Paragraph 21, which provides as follows:

21. Lien for Assessments. All sums assessed to any unit pursuant to this Declaration and its amendments, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association upon recordation of a notice of assessment lien as provided herein. Such lien shall be superior to all other liens and encumbrances on such unit except only for: (a) valid tax and special assessment liens on the unit in favor of any governmental assessing authority; (b) a lien for all sums unpaid on any Mortgage which encumbers such unit and which has been duly recorded in Blaine County, Idaho, real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any unit after this Third Amendment shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Paragraph, the Association may prepare a written notice of the assessment lien setting forth the amount of the assessment giving rise to the lien, the date due, the amount remaining unpaid, the name of the record Owner of the unit, and a description of the unit. Such notice shall be signed and verified by the Association and may be recorded in the office of the County Recorder of Blaine County, Idaho. No notice of an assessment lien shall be recorded until there is a delinquency on payment of the assessment. Within five (5) business days after recording the lien on the unit, the Association shall serve, by personal delivery to the Owner or by certified mail to the last known address of the Owner, a true and correct copy of the recorded lien.

When a claim has been filed and recorded and the Owner of the unit subject to the claim thereafter fails to pay any assessment chargeable to such lot, then so long as the original or any subsequent unpaid assessment remains unpaid, such claim shall automatically accumulate the subsequent unpaid assessments without the necessity of further filings under this section.

The lien may be continued in force for a period of time not to exceed one (1) year from the date the claim is filed and recorded; provided however, that such period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof.

Such lien may be enforced by sale by the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law, including without limitation, judicial foreclosure. The Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment lien, and all costs and expenses related thereto, including, without limitation, reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Blaine County, Idaho real estate records upon payment of all sums secured by the lien which has made the subject of a recorded notice of assessment.

Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Without imposing any liability upon the Association for its failure to do so, the Association shall be entitled to report any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due to any encumbrancer of a unit; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association.

B. All other provisions of the Condominium Declaration that are not inconsistent with this Third Amendment are hereby incorporated herein as is fully set forth.

C. This Third Amendment shall be effective upon recording with the Blaine County Recorder.

IN WITNESS WHEREOF, the undersigned Association, through its president and secretary, certifies that this Third Amendment was duly approved by the unit owners as provided in the Condominium Declaration.

DATED this 17 day of December 2010

WAREHOUSE WEST CONDOMINIUM ASSOCIATION, INC.

By: Daren Doanard
President

By: HF Andrew
Secretary

DATED this ____ day of _____, 201_.

Owner Unit _____

STATE OF _____) ss.
County of _____)

On this ____ day of _____, 201_, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC in and for
the State of _____,
residing at _____
Commission expires _____

DATED this ____ day of _____, 201_.

Owner Unit _____

STATE OF _____)
County of _____) ss.

On this ____ day of _____, 201_, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC in and for
the State of _____,
residing at _____
Commission expires _____

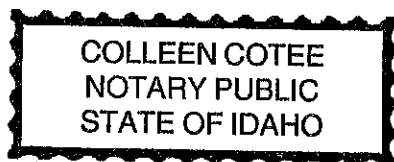
DATED this 17 day of Dec, 2010.

Linda A. Anderson
Owner Unit B-5

STATE OF Idaho)
 ss.
County of Blaine)

On this 17 day of December, 2010, before me, a Notary Public in and for said State, personally appeared Linda A. Anderson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Colleen Cotee
NOTARY PUBLIC in and for
the State of Idaho,
residing at Hailey, Id
Commission expires 8/30/2014

DATED this ____ day of _____, 201__.

Owner Unit _____

STATE OF _____)
County of _____) ss.

On this ____ day of _____, 201__, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC in and for
the State of _____,
residing at _____
Commission expires _____

DATED this 15TH day of DECEMBER, 2010.

Owner Unit Hans M. Bakker, Trustee
U.S. WEST EASEMENT AREA

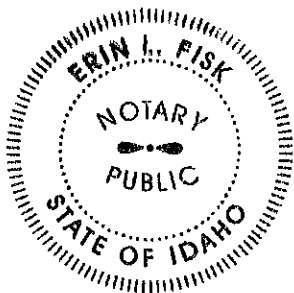
STATE OF IDAHO)

35.

County of CUSTER)

On this 15 day of DECEMBER, 2010, before me, a Notary Public in and for said State, personally appeared HANS BUHLER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Erin L. Gisk
NOTARY PUBLIC in and for
the State of IDAHO,
residing at STANLEY, ID.
Commission expires 6/16/2014

DATED this ____ day of _____, 201_.

Owner Unit _____

STATE OF _____)

SS.

County of _____)

On this _____ day of _____, 201_, before me, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC in and for
the State of _____,
residing at _____
Commission expires _____

DATED this 21 day of Dec, 2010.

Owen R. Downard
Owner Unit 4B

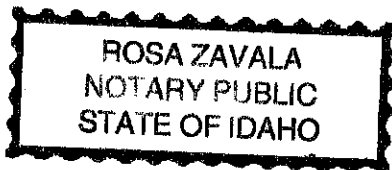
STATE OF IDAHO)

ss.

County of Blaine)

On this 21 day of December, 2010, before me, a Notary Public in and for said State, personally appeared Owen R. Downard, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Rosa Zavala

NOTARY PUBLIC in and for
the State of IDAHO,

residing at Blaine County

Commission expires 8/2/2016

DATED this 9 day of Dec, 2010.

Nancy Liston

Owner Unit D.3

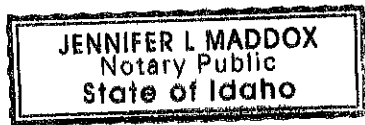
STATE OF Idaho

ss.

County of Blaine

On this 8th day of December, 2010, before me, a Notary Public in and for said State, personally appeared Nancy Liston, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Jennifer L. Maddox
NOTARY PUBLIC in and for
the State of Idaho,
residing at Hailey
Commission expires 4-21-2014

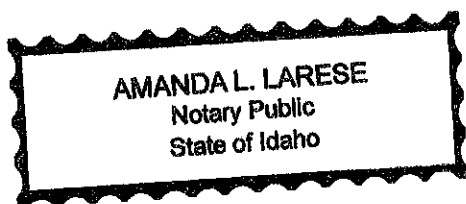
DATED this 8 day of Dec, 2010.

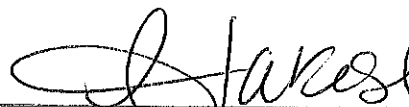

Owner Unit D1, D6

STATE OF Idaho
County of Blaine ^{SS.}

On this 15 day of December, 2010 before me, a Notary Public in and for said State, personally appeared Alex Dunn, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.




NOTARY PUBLIC in and for
the State of ID.
residing at NA
Commission expires 5/24/11

DATED this 8 day of December 2010

Harold F. Andrews

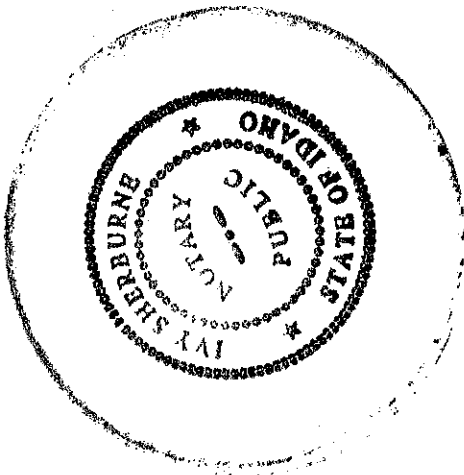
Owner Unit F-1 / F-2 / F-3

STATE OF Id.

County of Bonne ss.

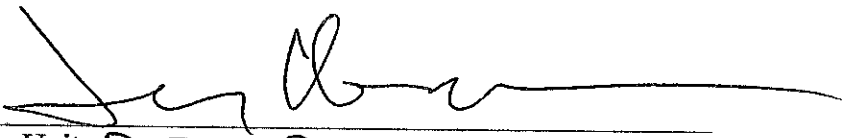
On this 8th day of Dec, 2010, before me, a Notary Public in and for said State, personally appeared Harold Andrews known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Ivy Shurburne
NOTARY PUBLIC in and for
the State of Id.
residing at Hailey
Commission expires 1-16-2014

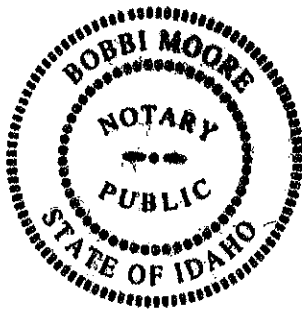
DATED this 13 day of Dec, 2010.

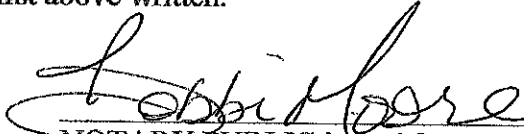

Owner Unit D5 & D10

STATE OF Idaho
County of Blaine ss.

On this 13 day of December, 2010, before me, a Notary Public in and for said State, personally appeared Hy Hedrick, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.




NOTARY PUBLIC in and for
the State of Idaho
residing at Hailey ID
Commission expires 7/18/14

DATED this 23 day of Dec., 2010.

Byron Downard
Owner Unit B-3 80
B-3

STATE OF Idaho)
 ss.
County of Blaine)

On this 23 day of December, 2010, before me, a Notary Public in and for said State, personally appeared Byron Downard, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Rustin Miller
NOTARY PUBLIC in and for
the State of Idaho,
residing at Hailey
Commission expires 12/24/2012