SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR BRIDGEPOINT CONDOMINIUMS

WHEREAS paragraphs 10 and 15(b)(3) of the Condominium Declaration for Bridgepoint Condominiums, recorded as Instrument No. 201607 on February 29, 1980 (hereinafter "the Declaration") provide that the common area cannot be abandoned, subdivided, encumbered, sold or transferred without the written consent of seventy-five percent (75%) of the mortgagees; and

WHEREAS paragraph 19(a) of the Declaration provides that the common area shall not be altered without the consent of all of the unit owners and all of the first mortgagees; and

WHEREAS the provisions of paragraphs 10 and 15(b)(3) are inconsistent with the provisions of paragraph 19(a);

NOW, THEREFORE, the Declaration is hereby amended to revise the second sentence of paragraph 19(a) to read as follows and to delete the last sentence in its entirety:

> This Declaration shall not be amended unless at least seventy-five percent (75%) of the unit owners consent and agree to such amendment, which amendment shall be duly recorded; provided, however, that the undivided interest in the common areas appurtenant to each unit, as expressed in the Declaration, shall have a permanent character and shall not be altered without the consent of seventy-five percent (75%) of the unit owners as expressed in an amended Declaration duly recorded.

IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed this Second Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective this 25 day of FEBRUARY, 2000, and states that such amendment has been consented to by the owners representing an aggregate ownership of at least seventy-five percent (75%) of the holders of recorded first mortgages or deeds of trust.

Karen E Fosher
Secretary

437205

Amend CC&R's
BLAINE CO. REQUEST
OF: Lukowski & Wygle

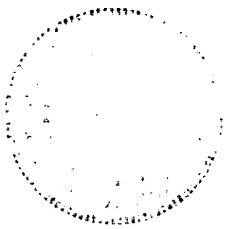
'00 MAR 13 PM 2 29

MARSHA E. ANN, CLERK
FEES $ 6.00 MPP
201608

STATE OF IDAHO)
) ss.
County of Blaine)

On this 25 day of ~~December~~ FEBRUARY, 2000, before me, ~~KAREN E. FISHER~~ DOUGLAS E. STARBUCK, a Notary Public in and for said State, personally appeared KAREN E. FISHER, known or identified to me, to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at: HAILEY, IDAHO
My commission expires: 8/16/2005

437279

Amended Declaration 308

BLAINE CO. REQUEST
OF: Ed Jansson

RECORDING REQUFSTED BY
AND WHEN RECORDED RETURN TO:

'00 MAR 16 AM 10 59

MARSHA L. ANN, CLERK
FEES $ 37.00

HAWLEY TROXELL ENNIS & HAWLEY LLP
Post Office Box 297
Ketchum, Idaho 83340

(Space Above This Line For Recorder's Use)

FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR THE BRIDGEPOINT CONDOMINIUMS

THIS FIRST AMENDMENT ("First Amendment"), supplementing and amending the Condominium Declaration for Bridgepoint Condominiums, Blaine County, Idaho, recorded February 29, 1980, as Instrument No. 201607, records of Blaine County, Idaho ("Declaration"), is made, pursuant to Section 19 of the Declaration this 25th day of February, 2000, by the undersigned, who constitute owners representing on aggregate ownership of at least seventy-five percent (75%) of the holders of recorded first mortgages or deeds of trust.

1. Amendments. The Declaration is hereby amended and supplemented as follows:

a. Paragraph 2(e) is deleted in its entirety and the following is substituted therefor:

> (e) "Condominium Project" means all of the land and improvements submitted by this Declaration and subsequently submitted, if any, as is hereinafter provided. "Project" shall further mean all real property and condominiums contained in Phase 1 of the Bridgepoint Condominiums numbered 1 through 6 and 19 through 37 and any and all additional condominiums which may be constructed in Phase 2, numbered 7 through 18. The Phase 2 Condominium Units numbered 7 through 18 may be combined as provided in paragraph 3(e), but in no event may the Phase 2 units contain more than 12 condominium units or less than 10 condominium units.

b. Paragraph 2(m) is deleted in it entirety and the following is substituted therefor:

(m) "Phase 1 units" means Bridgepoint Condominium units numbered 1 through 6 and 19 through 37, which units shall be assessed as provided in Article 21 hereof.

c. Paragraph 2(n) is deleted in its entirety and the following is substituted therefor:

(n) "Phase 2 Units' means Bridgepoint Condominium Units numbered 7 through 18, which units shall be constructed by Declarant and which shall be assessed as provided in Article 21 hereof.

d. Paragraph 3(a) is deleted in its entirety and the following is substituted therefor:

(a) DIVISION OF PROPERTY: The real property described in Exhibit "A", including the improvements thereon, is hereby divided into 37 fee simple estates (Condominium Units). Each such estate shall consist of a separately designated unit and the undivided interest in and to the common areas appurtenant to such unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference which allocates the common area ownership to the existing 25 units constructed in Phase 1. Upon the first occurrence of either (1) the issuance of a Certificate of Occupancy for any unit in Phase 2 or (2) a reassessment of the Bridgepoint Condominiums by the Blaine County Assessor, which assessment includes any portion of Phase 2 (land or buildings), the common area ownership percentages shall be modified again based upon the appraised values of the presently existing 25 Phase 1 units and the then existing Phase 2 units. Declarant and the Board of Directors of Bridgepoint Condominiums, Inc. shall agree on a single licensed Idaho appraiser to perform such appraisal. Declarant shall bear all costs of the appraisal. An Owner shall not unreasonably withhold access to the Owner's Condominium Unit by the selected appraiser for the purposes of performing the appraisal. If Phase 2 is developed in two phases, the above provisions for modifying the common area ownership percentages

through an appraisal process shall apply independently as to each such phase.

e. Paragraph 3(b) is deleted in its entirety and the following is substituted therefor:

(b) CONSENT TO PHASES. The acceptance by an owner to a deed to a Phase 1 unit constitutes express consent to the development of Phase 2. The development of Phase 2 may occur in two phases.

f. Paragraph 3(c) is deleted in its entirety and the following is substituted therefor:

(c) PHASE 2 DESIGN: Phase 2 shall contain no more than twelve (12) condominium units and no less than ten (10) condominium units. Declarant may reduce the number of Phase 2 units from twelve (12) to ten (10) provided that no new exactions are placed on it by the City of Ketchum.

Units #7 through #18 shall be composed of two buildings. The combined square footage of all Phase 2 units shall not exceed 15,000 square feet, provided that any increase in square footage from the approximately 13,544 square feet proposed for the original twelve (12) Phase 2 units consists solely of increased size in the interior lofts in the second floor units of Phase 2, and provided further that the foundation dimensions and the building height of the Phase 2 buildings do not materially change from their original dimensions (approximately 85 feet by 55 feet) and height (approximately 35 feet). No single Phase 2 unit shall exceed 1,650 square feet in total square footage. Interior floor plans can vary from existing floor plans. Exteriors are to be substantially similar to the existing basic design, materials, exterior color scheme, etc.

Six (6) storage lockers will be built by Declarant and become part of the Project. Declarant, or its successors in interest, will own two (2) of the lockers, and Bridgepoint Condominiums, Inc. will own four (4) of the lockers. The Board of Directors of Bridgepoint Condominiums, Inc. will determine the users of the four (4) lockers owned by Bridgepoint Condominiums, Inc. and Declarant, or its successors in interest, will determine the users of its two (2)

lockers: provided, that the users of the lockers must be owners of condominiums in the Project.

g. Paragraph 3(d) is deleted in its entirety and the following is substituted therefor:

(d) DIMINUTION OF OWNERSHIP IN COMMON AREAS. The development of Phase 2 shall in no event be such that there are more than 37 units in both phases, and the ownership of the common areas shall be initially determined as set forth in Exhibit "B". Upon the first occurrence of either (1) the issuance of a Certificate of Occupancy for any unit in Phase 2 or a reassessment of the Bridgepoint Condominiums by the Blaine County Assessor, which assessment includes any portion of Phase 2 (land or buildings), the common area ownership percentages shall be modified again based upon the appraised values of the presently existing 25 Phase 1 units and the then existing Phase 2 units. Each Owner's common area ownership percentage shall be determined by dividing the appraised value of the owner's condominium unit by the total appraised value of the Phase 1 and Phase 2 condominium units. If Phase 2 is developed in two phases, the above provisions for modifying the common area ownership percentages through an appraisal process shall apply independently as to each such phase.

h. Paragraph 3(e) is deleted in its entirety and the following is substituted therefor:

(e) RIGHT TO COMBINE OR EXPAND PHASE 2 CONDOMINIUM UNITS.

Declarant hereby reserves the right to physically combine the area or space of any one Phase 2 unit with the area or space of one or more adjoining Phase 2 unit(s) and in regard to any such combination to redesignate any portion of the common area needed to physically accomplish such combination either as part of such combined unit or as Limited Common Areas; provided, however, that Declarant shall not exercise said right without the written consent of any mortgagee having an interest in the combined Phase 2 units. In the event of any such physical combining of units to create a combined Phase 2 unit, such combined Phase 2 unit shall

also include the combining of the fixtures and improvements and of the undivided interests in common areas appurtenant to the Phase 2 units so combined. Declarant reserves the right to designate and convey to any purchaser of any such combined Phase 2 unit, as additional limited common areas appurtenant thereto, any walls, floors, or other structural separations between the Phase 2 units so combined or any space which would be occupied by such structural separations but for the combination of such Phase 2 units; provided, however, that such walls, floors or other structural separations or such space shall automatically become general common areas if the combined Phase 2 units become subject to separate ownership in the future. This reserved right in Declarant shall terminate upon the conveyance by Declarant of title to the last Phase 2 unit to a third party purchaser.

i. The last two sentences of paragraph 6 are amended as set forth below, and additional language is included in paragraph 6 as follows:

Declarant reserves the right to amend the map to conform the same to the actual location of the improvements. Declarant's rights, as hereinabove set forth, shall terminate on the sale by Declarant of all Phase 1 and Phase 2 condominium units within the Project. If necessary to permit development of Phase 2, Declarant is permitted to realign the footprints of the Phase 2 buildings, so long as the Phase 2 buildings and their units are in substantially the same place as on the existing plat and the Condominium Map shall be amended to reflect any realignment of the footprints of the Phase 2 buildings.

j. Paragraph 8 is deleted in its entirety, and the following is substituted therefor:

8. SEPARATE ASSESSMENT AND TAXATION - NOTICE TO ASSESSOR.

(a) Declarant shall give written notice to the Assessor of the County of Blaine, Idaho, of the creation of the condominium ownership in this property, as is provided by law, so that each unit and the undivided interest in the common areas appurtenant thereto shall be deemed a separate parcel for purposes of separate assessment and taxation; and the corporation, upon the request of

any first mortgagee, shall furnish proof that all taxes, real estate assessments and charges shall relate only to the individual condominium unit and not to the condominium project as a whole.

(b) It is the intent of the Declarant that the Blaine County assessor assess property taxes on the Condominium Units within the Condominium Project based on the percentage interests in the common area set forth in Exhibit "B." After the completion of the appraisal or appraisals required pursuant to paragraph 3(a) of this Declaration, Exhibit "B" shall be modified in accordance with such paragraph, and it is the intent of the Declarant that the Blaine County assessor then assess property taxes on the Condominium Units within the Condominium Project based on the common area percentage interests set forth in such modified Exhibit "B."

k. The first five sentences of Paragraph 21(a) are delcted, and the following is substituted therefor:

(a) All owners, including Declarant but only as set forth herein, shall be obligated to pay the estimated common expense assessments (hereinafter sometimes referred to as "Assessments") imposed by the Board of Directors of the corporation to meet the common expenses and reserves. The assessments shall be made in proportion to each owner's undivided interest in the common areas as set forth in Exhibit "B" and any modified Exhibit "B" as contemplated in this Declaration. Notwithstanding the foregoing, the Declarant shall be obligated to pay all actual expenses (for example, allocated electric, insurance, sewer and water) incurred by the corporation related to any Phase 2 unit owned by Declarant for the six months after the issuance of a Certificate of Occupancy for such unit, and after such six-month period, Declarant shall be obligated to pay the full assessments for such Phase 2 unit in proportion to its common area ownership percentage as determined in accordance with paragraphs 3(a) and 3(d), and as set forth in the modified Exhibit "B" until Declarant conveys any of its interest in such Phase 2 unit; provided however, if any interest in a Phase 2 unit is conveyed prior to the issuance of a certificate of occupancy for such unit, Declarant will pay the full assessments for such Phase 2 unit upon the issuance of a certificate of occupancy for such unit. Any owner of a Phase 2 unit other than the Declarant shall pay full assessments in proportion to its common area

ownership percentage as determined in accordance with paragraphs 3(a) and 3(d), and as set forth in any modified Exhibit "B" from the date Declarant conveys any interest in such unit to such owner. Declarant shall seek issuance of a Certificate of Occupany for each Phase 2 unit as soon as such unit is eligible to receive such certificate. In addition, Declarant shall pay all costs of utilities used in the construction of Phase 2 and shall obtain a separate electric meter and power pole, which shall be the source of all electricity used in the construction of Phase 2 units.

l. Paragraph 21(g) is deleted in its entirety, and the following is substituted therefor:

(g) APPORTIONMENT OF PERIODIC ASSESSMENTS.

The assessments determined by the Board of Directors shall initially be apportioned among the owners of Phase 1 units as set forth in Exhibit "B". Upon issuance of a Certificate of Occupancy for any unit in Phase 2, assessments shall be apportioned among all owners of Phase 1 units and the Declarant or other owner of all Phase 2 units for which a Certificate of Occupancy has been issued as set forth in paragraph 21(a) above.

m. Paragraph 34(b) is deleted in its entirety and the following is substituted therefor:

Notwithstanding any provisions herein contained to the contrary, it shall expressly be permissible for the Declarant, his agent, employees and contractors to use and maintain, at no cost, during the period of sale of the Phase 2 condominium units, any such portion of the Phase 2 property as Declarant may choose that in Declarant's discretion may be reasonably required, convenient or incidental to the construction and sale or rental of a Phase 2 condominium unit, including, without limitation, a business office, storage area, construction yards, signs, model units, sales office, construction office, parking areas and lighting. Declarant shall clean up all construction debris and repair any damage caused by the construction upon the completion of each phase of the Phase 2 unit construction. Declarant shall maintain the existing landscaping in the area of each Phase 2 building and pay all costs of maintaining such landscaping until construction of each of the

Phase 2 buildings is completed, at which time Bridgepoint Condominiums, Inc. will assume the responsibility for such building's landscape maintenance.

n. Paragraph 40 is deleted in its entirety.

o. Exhibit "B" attached hereto, which is incorporated herein by reference, replaces and supercedes the Exhibit "B" attached to the original Declaration.

2. This Amendment and the Consents attached hereto may be executed in any number of counterparts.

IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed the First Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective as of the date first above written, and states that such amendment has been consented to by the owners representing an aggregate ownership of at least seventy-five percent (75%) of the holders of recorded first mortgages or deeds of trust.

Karen E. Fisher
Secretary

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 25 day of FEBRUARY, ~~1999~~ 2000, personally appeared KAREN E. FISHER known to me or identified to me to be the Secretary of the Bridgepoint Condominium Association, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

WITNESS my hand and official seal.

DOUGLAS E. STARDOCK NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at HAILEY, IDAHO
Commission expires 8/16/2006

EXHIBIT B

Unit No.	Square Feet	Percentage Of Common Area
1	1028	3.619
2	1215	4.278
3	927	3.265
4	1235	4.351
5	1032	3.634
6	1340	4.719
7	1028	-0-
8	1215	-0-
9	927	-0-
10	1235	-0-
11	1032	-0-
12	1340	-0-
13	1032	-0-
14	1340	-0-
15	927	-0-
16	1235	-0-
17	1028	-0-
18	1215	-0-
19	1032	3.634
20	1340	4.719
21	1032	3.634
22	1340	4.719
23	1032	3.634
24	1340	4.719
25	1032	3.634
26	1340	4.719
27	1032	3.634
28	1340	4.719
29	1032	3.634
30	1340	4.719
31	1032	3.634
32	1340	4.719
33	927	3.265
34	1235	4.351
35	1028	3.619
36	1215	4.278
37	612	2.150
	41,952	100.00%

HAWLEY TROXELL ENNIS & HAWLEY LLP
Post Office Box 297
Ketchum, Idaho 83340

Instrument # 445991
HAILEY, BLAINE, IDAHO
2000-12-15 10:30:00 No. of Pages: 27
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 81.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

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THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR THE BRIDGEPOINT CONDOMINIUMS

THIS THIRD AMENDMENT ("Third Amendment"), supplementing and amending the Condominium Declaration for Bridgepoint Condominiums, Blaine County, Idaho, recorded February 29, 1980, as Instrument No. 201607, records of Blaine County, Idaho, as amended and supplemented by the First Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 16, 2000, as Instrument No. 437279, records of Blaine County, Idaho and the Second Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 13, 2000, as Instrument No. 437205, records of Blaine County, Idaho ("Declaration"), is made, pursuant to Section 19 of the Declaration this 15 day of December, 2000, by the undersigned Secretary of Bridgepoint Condominiums, stating that it has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to the Declaration and Bylaws of the Corporation.

1. Amendments. The Declaration is hereby amended and supplemented as follows:

a. Paragraphs 3(a) and 3(d) are amended to substitute Year 2000 Blaine County Assessed Values, as identified by the Blaine County Assessor, for Appraised Values with regard to the 25 Phase 1 units. This amendment shall not affect the valuation scheme as it relates to Phase 2 units.

b. Paragraph 21 is amended to add new paragraph 21(f) as set forth below:

(f) Notwithstanding any provisions to the contrary in this Paragraph 21, common expense assessments related to heated parking lots and snow removal only shall be allocated as follows:

(1) all costs and expenses directly related to the maintenance, operation and repair of the heated parking lot and walkway installed as part of Phase 2 shall be apportioned solely to and among the owners of the Phase 2 units, units 7-18, in proportion to each Phase 2 unit owner's relative ownership interest percentage as it compares to other Phase 2 unit owners as set forth on the most recently modified Exhibit "B"; however, no other costs or expenses related to snow plowing and removal from other parking areas shall be assessed to the owners of Phase 2 units.

(2) all costs and expenses directly related to snow plowing and removal from parking areas, except those costs and expenses related to the heated parking lot and walkway referred to in Paragraph 21(F)(1), above, shall apportioned solely to and among the owners of the Phase 1 units, units 1-6 and 19-37, in proportion to each Phase 1 unit owner's relative ownership interest percentage as it compares to other Phase 1 unit owners as set forth on the most recently modified Exhibit "B."

(3) all costs and expenses directly related to snow plowing and/or removal in the common area which are not allocated pursuant to Paragraphs 21(F)(1) and 21(F)(2), above, shall be allocated to all owners according to each owner's relative ownership percentage as set forth on the most recently modified Exhibit "B."

c. Exhibit "B" attached hereto, which is incorporated herein by reference, replaces and supersedes any previous Exhibit "B" attached to the Declaration.

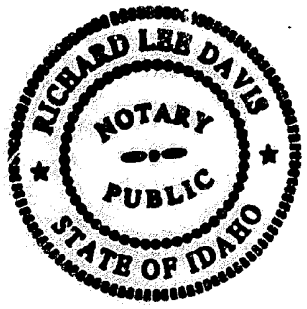
IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed the Third Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective as of the date first above written, and states that such amendment has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to this Declaration and the Bylaws of the Corporation.

Karen E Foster
Secretary

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 15 day of December, 2000, personally appeared Kathren E. Fisher, known to me or identified to me to be the Secretary of the Bridgepoint Condominium Association, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

WITNESS my hand and official seal.



Notary Public for Idaho
Residing at Hailey
Commission expires 3/31/2006

EXHIBIT B

Unit No.	Square Feet		Unit Value	Percentage Of Common Area
1	1,028	$	171,500	0.0271
2	1,215	$	202,720	0.0320
3	927	$	154,700	0.0244
4	1,235	$	206,150	0.0325
5	1,032	$	172,200	0.0272
6	1,340	$	223,580	0.0353
7	1,028	$	237,000	0.0374
8	1,215	$	328,000	0.0517
9	927	$	185,000	0.0292
10	1,235	$	295,000	0.0465
11	1,032	$	225,000	0.0355
12	1,340	$	330,000	0.0521
13	1,032			
14	1,340			
15	927			
16	1,235			
17	1,028			
18	1,215			
19	1,032	$	172,200	0.0272
20	1,340	$	223,580	0.0353
21	1,032	$	172,200	0.0272
22	1,340	$	223,580	0.0353
23	1,032	$	172,200	0.0272
24	1,340	$	223,580	0.0353
25	1,032	$	172,200	0.0272
26	1,340	$	223,580	0.0353
27	1,032	$	172,200	0.0272
28	1,340	$	223,580	0.0353
29	1,032	$	172,200	0.0272
30	1,340	$	223,580	0.0353
31	1,032	$	172,200	0.0272
32	1,340	$	223,580	0.0353
33	927	$	154,700	0.0244
34	1,235	$	206,150	0.0325
35	1,028	$	171,500	0.0271
36	1,215	$	202,720	0.0320
37	612	$	101,920	0.0161
	41,952	$	6,338,300	1.0000

CONSENT TO **THIRD** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Third Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

Unit #6 Owner:

_____ _____
Date

_____ _____
Date

Unit #19 Owner:

_____ _____
Date

_____ _____
Date

Unit #20 Owner:

_____ _____
Date

_____ _____
Date

Unit #21 Owner:

_____ _____
Date

_____ _____
Date

Unit #22 Owner:

_____ _____
Date

_____ _____
Date

Unit #23 Owner:

_____ _____
Date

_____ _____
Date

Unit #24 Owner:

_____ _____
Date

_____ _____
Date

Unit #25 Owner:

_____ _____
Date

_____ _____
Date

Unit #26 Owner:

_____ _____
Date

_____ _____
Date

Unit #27 Owner:

_____ _____
Date

_____ _____
Date

Unit #28 Owner:

_____ _____
Date

_____ _____
Date

Unit #29 Owner:

_____ _____
Date

_____ _____
Date

Unit #30 Owner:

_____ _____
Date

_____ _____
Date

Unit #31 Owner:

_____ _____
Date

_____ _____
Date

Unit #32 Owner:

_____ _____
Date

_____ _____
Date

Unit #33 Owner:

_____ _____
Date

_____ _____
Date

Unit #34 Owner:

_____ _____
Date

_____ _____
Date

Unit #35 Owner:

_____ _____
Date

_____ _____
Date

Unit #36 Owner:

_____ _____
Date

_____ _____
Date

Unit #37 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **THIRD** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Third Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

Mike Haberlein 11/30/00
Date

R. L. Rhuda 11/30/00
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **THIRD** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

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Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

GILLIAN MUERSELL _____
Date

_____ 12/7/00
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **THIRD** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Third Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ 12/6/00
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **THIRD** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Third Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

Lois Rickert Morris 11/29/00
Date

11/29/00
Date

Unit #6 Owner:

Richard W. West JR — 12/8/00
Date

Rebecca B. West — 12-8-00
Date

Unit #19 Owner:

_____ — _____
Date

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Date

Unit #20 Owner:

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Unit #21 Owner:

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Unit #22 Owner:

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Unit #23 Owner:

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Unit #24 Owner:

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Unit #6 Owner:

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Unit #19 Owner:

_____ 12/1/07 Date

_____ _____ Date

Unit #20 Owner:

_____ _____ Date

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Unit #21 Owner:

_____ _____ Date

_____ _____ Date

Unit #22 Owner:

_____ _____ Date

_____ _____ Date

Unit #23 Owner:

_____ _____ Date

_____ _____ Date

Unit #24 Owner:

_____ _____ Date

_____ _____ Date

Unit #6 Owner: Bridgepoint Condos

_____ _____ Date

_____ _____ Date

Unit #19 Owner:

_____ _____ Date

_____ _____ Date

Unit #20 Owner:

_____ 12-18-00 Date

_____ _____ Date

Unit #21 Owner:

_____ _____ Date

_____ _____ Date

Unit #22 Owner:

_____ _____ Date

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Unit #23 Owner:

_____ _____ Date

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Unit #24 Owner:

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Unit #6 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Date

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Date

Unit #21 Owner:

Janet L Tucker _____ 12/1/00
Date

George Tucker _____ 12/1/00
Date

Unit #22 Owner:

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Unit #23 Owner:

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Unit #24 Owner:

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Unit #6 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Unit #21 Owner:

_____ _____ Date

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Unit #22 Owner:

David L Thrasher Nov. 30, 2000 Date

_____ _____ Date

Unit #23 Owner:

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Unit #24 Owner:

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Unit #6 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Unit #21 Owner:

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Unit #22 Owner:

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Unit #23 Owner:

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Unit #24 Owner:

/Mark T. Rex _____ 12-1-00
Date

MARK T. REX _____
Date

Unit #25 Owner:

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Unit #26 Owner:

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Date

Unit #27 Owner:

Lois Rickert Morris 11/29/00
Date

11/29/00
Date

Unit #28 Owner:

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Unit #29 Owner:

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Unit #28 Owner:

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Unit #29 Owner:

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Unit #30 Owner:

Frank H. Cook III 4 Dec 2000
Date

Margaret C. Cook 4 Dec 2000
Date

Unit #31 Owner:

_____ _____
Date

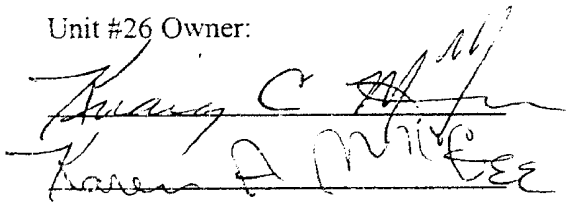
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Unit #25 Owner:

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Unit #26 Owner:



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Unit #27 Owner:

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Unit #27 Owner:

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Unit #28 Owner:

Michael O. Rossin 12/4/00
Date

MICHAEL O. ROSSIN _____
Date

Unit #29 Owner:

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Unit #30 Owner:

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Unit #31 Owner:

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Unit #27 Owner:

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Unit #28 Owner:

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Unit #29 Owner:

Wendy Erickson Dec 1. 00
Date

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Date

Unit #30 Owner:

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Unit #31 Owner:

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Unit #25 Owner:

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Unit #26 Owner:

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Unit #27 Owner:

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Unit #28 Owner:

_____ _____ Date

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Unit #29 Owner:

_____ _____ Date

_____ _____ Date

Unit #30 Owner:

_____ _____ Date

_____ _____ Date

Unit #31 Owner:

Paul M. Fleiss, MD
PAUL M. FLEISS

11/30/2000 Date

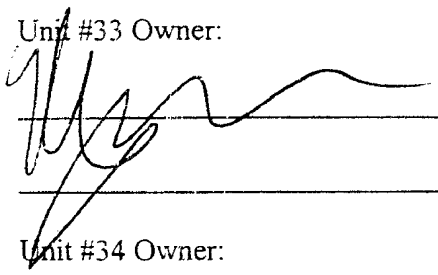
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Unit #32 Owner:

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Unit #33 Owner:



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Date

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Unit #34 Owner:

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Unit #35 Owner:

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Unit #36 Owner:

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Unit #37 Owner:

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Date

Unit #32 Owner:

_____ _____
Date

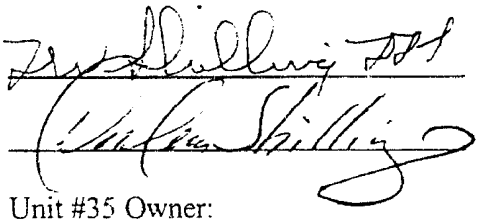
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Unit #33 Owner:

_____ _____
Date

_____ _____
Date

Unit #34 Owner:



12/4/00
Date

12/4/00
Date

Unit #35 Owner:

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Unit #36 Owner:

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Unit #37 Owner:

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Unit #32 Owner:

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Unit #33 Owner:

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Unit #34 Owner:

_____ _____
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_____ _____
Date

Unit #35 Owner:

Karen E. Fusher 12/6/00
Date

_____ _____
Date

Unit #36 Owner:

_____ _____
Date

_____ _____
Date

Unit #37 Owner:

_____ _____
Date

_____ _____
Date

Instrument # 453026
HAILEY, BLAINE, IDAHO
2001-07-12 03:45:00 No. of Pages: 30
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 90.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

HAWLEY TROXELL ENNIS & HAWLEY LLP
Post Office Box 297
Ketchum, Idaho 83340

(Space Above This Line For Recorder's Use)

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION FOR THE BRIDGEPOINT CONDOMINIUMS

THIS FOURTH AMENDMENT ("Fourth Amendment"), supplementing and amending the Condominium Declaration for Bridgepoint Condominiums, Blaine County, Idaho, recorded February 29, 1980, as Instrument No. 201607, records of Blaine County, Idaho, as amended and supplemented by the First Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 16, 2000, as Instrument No. 437279, records of Blaine County, Idaho, the Second Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 13, 2000, as Instrument No. 437205, records of Blaine County, Idaho and the Third Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded December 15, 2000, as Instrument No. 445991, records of Blaine County, Idaho ("Declaration"), is made, pursuant to Section 19 of the Declaration this 12th day of ~~June~~ July, 2001, by the undersigned Secretary of Bridgepoint Condominiums, stating that it has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to the Declaration and Bylaws of the Corporation.

1. Amendment. The Declaration is hereby amended and supplemented as follows:

   a. Exhibit "B" attached hereto, which is incorporated herein by reference, replaces and supersedes any previous Exhibit "B" attached to the Declaration.

IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed the Third Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective as of the date first above written, and states that such amendment has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to this Declaration and the Bylaws of the Corporation.

Karen E Fisher
Secretary

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 12 day of ~~June~~ July, 2001, personally appeared KAREN E. FISHER, known to me or identified to me to be the Secretary of the Bridgepoint Condominium Association, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

WITNESS my hand and official seal.

Notary Public for Idaho
Residing at HAILEY, IDAHO
Commission expires 8/16/2005

DOUGLAS E. STARCHER NOTARY PUBLIC STATE OF IDAHO

F:\WPDATA\Jcw\BRDGPT\4th Amd CCR.wpd

EXHIBIT B

Unit No.	Unit Value	Percentage Of Common Area (by Unit Value)
1	$ 171,500	0.0201
2	$ 202,720	0.0238
3	$ 154,700	0.0182
4	$ 206,150	0.0242
5	$ 172,200	0.0202
6	$ 223,580	0.0263
7	$ 237,000	0.0278
8	$ 328,000	0.0385
9	$ 185,000	0.0217
10	$ 295,000	0.0347
11	$ 225,000	0.0264
12	$ 330,000	0.0388
13	$ 270,000	0.0317
14	$ 470,000	0.0552
15	$ 225,000	0.0264
16	$ 400,000	0.0470
17	$ 330,000	0.0388
18	$ 480,000	0.0564
19	$ 172,200	0.0202
20	$ 223,580	0.0263
21	$ 172,200	0.0202
22	$ 223,580	0.0263
23	$ 172,200	0.0202
24	$ 223,580	0.0263
25	$ 172,200	0.0202
26	$ 223,580	0.0263
27	$ 172,200	0.0202
28	$ 223,580	0.0263
29	$ 172,200	0.0202
30	$ 223,580	0.0263
31	$ 172,200	0.0202
32	$ 223,580	0.0263
33	$ 154,700	0.0182
34	$ 206,150	0.0242
35	$ 171,500	0.0201
36	$ 202,720	0.0238
37	$ 101,920	0.0120
	$ 8,513,300	1.000

CONSENT TO **FOURTH** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Fourth Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

Lisa M. Eddy — 6/19/01
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **FOURTH** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

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Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

Mike Heberlein 6/18/01
Date

_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **FOURTH** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

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Unit #1 Owner:

_____ _____
Date

_____ _____
Date

Unit #2 Owner:

_____ _____
Date

_____ _____
Date

Unit #3 Owner:

GILLIAN MURSELL



_____
Date

_____
Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **FOURTH** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Fourth Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

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Date

Unit #2 Owner:

_____ _____
Date

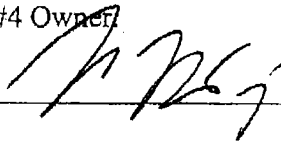
_____ _____
Date

Unit #3 Owner:

_____ _____
Date

_____ _____
Date

Unit #4 Owner:



6/30/01
Date

_____ _____
Date

Unit #5 Owner:

_____ _____
Date

_____ _____
Date

CONSENT TO **FOURTH** AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
BRIDGEPOINT CONDOMINIUMS

The undersigned, being the record owner(s) of the designated Bridgepoint Condominiums, hereby agree and consent to the Fourth Amendment to Condominium Declaration for Bridgepoint Condominiums and to the recording thereof. This consent may be executed with multiple originals, and a facsimile signature shall be as valid and binding as an original signature.

Unit #1 Owner:

_____ _____
Date

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Date

Unit #2 Owner:

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Date

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Date

Unit #3 Owner:

_____ _____
Date

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Date

Unit #4 Owner:

_____ _____
Date

_____ _____
Date

Unit #5 Owner:

Lois Rickert Morris 6/20/01
Date

6/20/01
Date

Unit #6 Owner:

Richard W. Worst DDS — 7-5-01
Date

_____ — _____
Date

Unit #7 Owner:

_____ — _____
Date

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Date

Unit #8 Owner:

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Unit #9 Owner:

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Unit #10 Owner:

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Unit #11 Owner:

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Unit #12 Owner:

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Unit #6 Owner:

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Unit #7 Owner:

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Unit #8 Owner:

Clyde Zimmerman 7-11-01
Date

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Date

Unit #9 Owner:

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Unit #10 Owner:

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Unit #11 Owner:

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Unit #12 Owner:

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Unit #6 Owner:

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Unit #7 Owner:

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Unit #8 Owner:

_____ _____
Date

_____ _____
Date

Unit #9 Owner:

Bruce W. Wilson 6/21/01
Date

Jamie W Wilson 6/21/01
Date

Unit #10 Owner:

_____ _____
Date

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Date

Unit #11 Owner:

_____ _____
Date

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Date

Unit #12 Owner:

_____ _____
Date

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Date

Unit #19 Owner:

Steven Hall — 6/20/01 Date

_____ Date

Unit #20 Owner:

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Unit #21 Owner:

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Unit #22 Owner:

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Unit #23 Owner:

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Unit #24 Owner:

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Unit #25 Owner:

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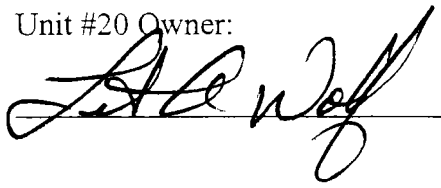
_____ Date

Unit #19 Owner:

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Unit #20 Owner:



6/19/01
Date

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Unit #21 Owner:

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Unit #24 Owner:

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Unit #25 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Date

Unit #21 Owner:

George Tucker 6/25/01
Date

Janet Tucker 6/25/01
Date

Unit #22 Owner:

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Unit #23 Owner:

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Unit #24 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Unit #21 Owner:

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Unit #22 Owner:

David L. Knutson 06-19-01
DAVID L. KNUTSON Date

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Date

Unit #23 Owner:

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Unit #24 Owner:

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Unit #25 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Unit #21 Owner:

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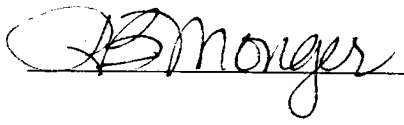
_____ _____ Date

Unit #22 Owner:

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Unit #23 Owner:

 6/18/01 Date

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Unit #24 Owner:

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Unit #25 Owner:

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Unit #19 Owner:

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Unit #20 Owner:

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Unit #23 Owner:

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Date

Unit #24 Owner:

Mark T Rut 6-19-01
Date

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Date

Unit #25 Owner:

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Unit #26 Owner:

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Date

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Date

Unit #27 Owner:

Lois Rickert Morris 6/20/01
Date

Patricia Jane 6/20/01
Date

Unit #28 Owner:

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Unit #29 Owner:

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Unit #32 Owner:

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Unit #26 Owner:

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Unit #27 Owner:

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Unit #28 Owner:

M Michael O. Rossin 6/19/01

MICHAEL O. ROSSIN Date

_____ _____ Date

Unit #29 Owner:

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Unit #30 Owner:

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Unit #31 Owner:

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Unit #32 Owner:

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Unit #28 Owner:

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Unit #29 Owner:

Wendy Erickson June 24. 01
Date

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Date

Unit #30 Owner:

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Unit #28 Owner:

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Unit #29 Owner:

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Unit #30 Owner:

Frank H Cook _____ June 25, 2001 Date

Margaret C Cook _____ June 25, 2001 Date

Unit #31 Owner:

_____ _____ Date

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Unit #32 Owner:

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Unit #26 Owner:

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Unit #30 Owner:

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Unit #31 Owner:

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Date

_____ _____
Date

Unit #32 Owner:

Laura P. Langston as Attorney in Fact
for Thomas W. Waisel _____ _____
Date

_____ _____
Date

UNIFORM STATUTORY FORM POWER OF ATTORNEY

(California Probate Code Section 4401)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA PROBATE CODE SECTIONS 4400-4465). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I , Thomas W. Weisel, One Montgomery Street, San Francisco, CA 94104,

appoint Diana P. Sangston, One Montgomery Street, San Francisco, CA 94104

as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

_____ (A) Real property transactions.
_____ (B) Tangible personal property transactions.
_____ (C) Stock and bond transactions.
_____ (D) Commodity and option transactions.
_____ (E) Banking and other financial institution transactions.
_____ (F) Business operating transactions.
_____ (G) Insurance and annuity transactions.
_____ (H) Estate, trust, and other beneficiary transactions.
_____ (I) Claims and litigation.
_____ (J) Personal family maintenance.
_____ (K) Benefits from social security, medicare, medicaid, or other government programs, or civil or military service.
_____ (L) Retirement plan transactions.
_____ (M) Tax matters.
TWW (N) ALL OF THE POWERS LISTED ABOVE

YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

_____

_____

_____

_____

_____

_____

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED

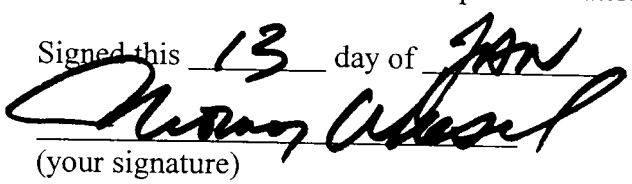
If I have designated more than one agent, the agents are to act

_____

IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORK "JOINTLY," THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 13 day of JAN 199 9



(your signature)

398-34-6389
(your social security number)

State of California County of San Francisco

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

[Include certificate of acknowledgment of notary public in compliance with Section 1189 of the Civil Code or other applicable law.]
(Added by Stats. 1994, c. 307 (S.B. 1907), §16.)

CALIFORNIA

ALL-PURPOSE

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Francisco)

On 1.13.99 before me, Patricia J Koskie
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Thomas W. Weisel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia Koskie
NOTARY PUBLIC SIGNATURE (SEAL)

MGC1 Patricia J. Koskie Comm. #1053817 NOTARY PUBLIC CALIFORNIA City & County of San Francisco Comm. Exp. March 26, 1999 MGC1

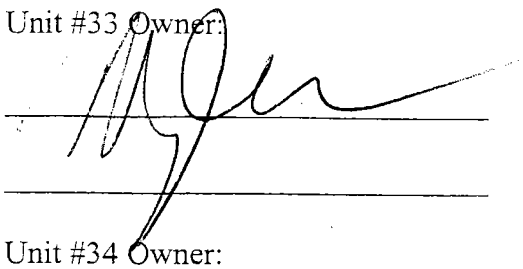
OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Power of Attorney

DATE OF DOCUMENT 1.13.99 NUMBER OF PAGES 2

SIGNER(S) OTHER THAN NAMED ABOVE

Unit #33 Owner:



6/19/01
Date

Date

Unit #34 Owner:

Date

Date

Unit #35 Owner:

Date

Date

Unit #36 Owner:

Date

Date

Unit #37 Owner:

Date

Date

Unit #33 Owner:

_____ Date

_____ Date

Unit #34 Owner:

6/17/01
_____ Date

6/17/01
_____ Date

Unit #35 Owner:

_____ Date

_____ Date

Unit #36 Owner:

_____ Date

_____ Date

Unit #37 Owner:

_____ Date

_____ Date

Unit #33 Owner:

_____ _____
Date

_____ _____
Date

Unit #34 Owner:

_____ _____
Date

_____ _____
Date

Unit #35 Owner:

Karen E Tashi 6/23/01
Date

_____ _____
Date

Unit #36 Owner:

_____ _____
Date

_____ _____
Date

Unit #37 Owner:

_____ _____
Date

_____ _____
Date

Unit #33 Owner:

_____ _____
Date

_____ _____
Date

Unit #34 Owner:

_____ _____
Date

_____ _____
Date

Unit #35 Owner:

_____ _____
Date

_____ _____
Date

Unit #36 Owner:

Roxanne L. Olson 6/27/01
Date

Shirley Jean Olson 6/27/01
Date

Unit #37 Owner:

_____ _____
Date

_____ _____
Date

Instrument # 511592
HAILEY, BLAINE, IDAHO
2004-10-20 04:09:00 No. of Pages: 3
Recorded for : BRIDGEPOINT CONDOMINIUMS
MARSHA RIEMANN Fee: 9.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

FIFTH AMENDMENT TO CONDOMINIUM DECLARATION FOR THE BRIDGEPOINT CONDOMINIUMS

THIS FIFTH AMENDMENT ("Fourth Amendment"), supplementing and amending the Condominium Declaration for Bridgepoint Condominiums, Blaine County, Idaho, recorded February 29, 1980, as Instrument No. 201607, records of Blaine County, Idaho, as amended and supplemented by the First Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 16, 2000, as Instrument No. 437279, records of Blaine County, Idaho, the Second Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded March 13, 2000, as Instrument No. 437205, records of Blaine County, Idaho the Third Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded December 15, 2000, as Instrument No. 445991, records of Blaine County, Idaho, and the Fourth Amendment to the Condominium Declaration for Bridgepoint Condominiums, recorded July 12, 2001, as Instrument No. 453026, records of Blaine County, Idaho, ("Declaration"), is made, pursuant to Section 19 of the Declaration this ____ day of _____, 2004, by the undersigned Secretary of Bridgepoint Condominiums, stating that it has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to the Declaration and Bylaws of the Corporation.

1. Paragraph (3)a, as set forth in the First Amendment to the Declaration, is deleted in its entirety and the following paragraph is substituted therefor:

> (a) DIVISION OF PROPERTY: The real property described in Exhibit "A", including the improvements thereon, is hereby divided into 37 fee simple estates (Condominium Units). Each such estate shall consist of a separately designated unit and the undivided interest in and to the common areas appurtenant to such unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The Common Area ownership percentages, and Exhibit "B", shall be calculated so that each Unit owns that percentage of the Common Area which equals the percentage determined by dividing a Unit's square footage by the combined square footage of all Units.

2. Paragraph (3)d, as set forth in the First Amendment to the Declaration, is deleted in its entirety and the following paragraph is substituted therefor:

> (d) DIMINUTION OF OWNERSHIP IN COMMON AREAS. The development of Phase 2 shall in no event be such that there are more than 37 units

in both phases, and the ownership of the common areas shall be determined as set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

3. The Declaration is hereby amended and supplemented as follows:

a. Exhibit "B" attached hereto, which is incorporated herein by reference, replaces and supersedes any previous Exhibit "B" attached to the original Declaration or to any of the previous four Amendments thereto.

IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed the Fifth Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective as of the date first above written, and states that such amendment has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to this Declaration and the Bylaws of the Corporation.

Secretary

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 13th day of October, personally appeared Donald C. Devore, known to me or identified to me to be the Secretary of the Bridgepoint Condominium Association, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

WITNESS my hand and official seal.

MEGAN H. SHENK NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Ketchum, ID
Commission expires 3/20/2009

Exhibit "B"
For Fifth Amendment

Unit #	Annual Dues	Quarterly Dues	Annual Cap	Quarterly Cap
1	2,052.19	513.05	337.25	84.31
2	2,584.23	646.06	408.25	89.25
3	1,883.69	470.92	309.56	68.25
4	2,613.84	653.46	429.55	90.75
5	2,110.52	527.63	346.84	75.75
6	2,827.70	706.93	464.70	98.63
7	2,179.64	544.91	358.20	104.25
8	3,050.20	762.55	501.26	136.88
9	1,775.68	443.92	291.81	81.38
10	2,842.82	710.71	467.18	130.13
11	2,175.32	543.83	357.49	99.00
12	3,311.59	827.90	544.22	145.50
13	2,160.20	540.05	355.00	118.88
14	3,568.65	892.16	586.46	207.00
15	1,801.61	450.40	296.07	99.00
16	3,214.38	803.60	528.24	176.25
17	2,484.23	621.06	408.25	145.50
18	3,685.30	921.33	605.63	211.50
19	2,112.68	528.17	347.19	75.75
20	2,829.86	707.47	465.05	98.63
21	2,112.68	528.17	347.10	75.75
22	2,829.86	707.47	465.05	98.63
23	2,112.68	528.17	347.10	75.75
24	2,829.86	707.47	465.05	98.63
25	2,112.68	528.17	347.10	75.75
26	2,829.86	707.47	465.05	98.63
27	2,112.68	528.17	347.10	75.75
28	2,829.86	707.47	465.05	98.63
29	2,112.68	528.17	347.10	75.75
30	2,829.86	707.47	465.05	98.63
31	2,112.68	528.17	347.10	75.75
32	2,829.86	707.47	465.05	98.63
33	1,883.69	470.92	309.56	68.25
34	2,613.84	653.46	429.55	90.75
35	2,052.19	513.05	337.25	75.38
36	2,484.23	621.06	408.25	89.25
37	1,404.13	351.03	230.75	45.00

Instrument # 512141
HAILEY, BLAINE, IDAHO
2004-11-02 01:36:00 No. of Pages: 3
Recorded for : BRIDGEPOINT CONDOMINIUMS
MARSHA RIEMANN Fee: 9.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

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1. Paragraph (3)a, as set forth in the First Amendment to the Declaration, is deleted in its entirety and the following paragraph is substituted therefor:

> (a) DIVISION OF PROPERTY: The real property described in Exhibit "A", including the improvements thereon, is hereby divided into 37 fee simple estates (Condominium Units). Each such estate shall consist of a separately designated unit and the undivided interest in and to the common areas appurtenant to such unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The Common Area ownership percentages, and Exhibit "B", shall be calculated so that each Unit owns that percentage of the Common Area which equals the percentage determined by dividing a Unit's square footage by the combined square footage of all Units.

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3. The Declaration is hereby amended and supplemented as follows:

a. Exhibit "B" attached hereto, which is incorporated herein by reference, replaces and supersedes any previous Exhibit "B" attached to the original Declaration or to any of the previous four Amendments thereto.

IN WITNESS WHEREOF, the undersigned Secretary of Bridgepoint Condominiums has executed the Fifth Amendment to the Condominium Declaration for the Bridgepoint Condominiums, effective as of the date first above written, and states that such amendment has been consented to by at least seventy-five percent (75%) of the unit owners, pursuant to this Declaration and the Bylaws of the Corporation.

Secretary

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this 13th day of October, personally appeared Donald C. Devore, known to me or identified to me to be the Secretary of the Bridgepoint Condominium Association, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

WITNESS my hand and official seal.

MEGAN H. SHENK NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho
Residing at Ketchum, ID
Commission expires 3/20/2009

Exhibit "B"
For Fifth Amendment
Dues Based on Square Footage

Unit #	Square Footage	%
1	950	0.0225
2	1150	0.0272
3	872	0.0206
4	1210	0.0283
5	977	0.0231
6	1309	0.0310
7	1009	0.0235
8	1412	0.0344
9	822	0.0195
10	1318	0.0312
11	1007	0.0238
12	1533	0.0363
13	1000	0.0237
14	1652	0.0391
15	834	0.0197
16	1488	0.0352
17	1150	0.0272
18	1706	0.0404
19	978	0.0232
20	1310	0.0310
21	978	0.0232
22	1310	0.0310
23	978	0.0232
24	1310	0.0310
25	978	0.0232
26	1310	0.0310
27	978	0.0232
28	1310	0.0310
29	978	0.0232
30	1310	0.0310
31	978	0.0232
32	1310	0.0310
33	872	0.0206
34	1210	0.0286
35	950	0.0225
36	1150	0.0272
37	650	0.0154