

FIFTH AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE BIGWOOD CONDOMINIUMS NO. 3

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

BIGWOOD CONDOMINIUM
ASSOCIATION NO. 3, INC.

Post Office Box 2162
Ketchum, ID 83340
KKCL File No.

(Space Above Line for Recorders Use)

FIFTH AMENDMENT TO BIGWOOD CONDOMINIUM
NO. 3 CONDOMINIUM DECLARATION

THIS FIFTH AMENDMENT is made to the Bigwood Condominium No. 3 Condominium Declaration, by the members of the Bigwood Condominium Association No. 3, Inc., in and the owners of the Bigwood Condominiums No. 3 ("Owners") in accordance with the procedures for amendment thereof.

RECITALS

A. The Condominium Declaration for the Bigwood Condominiums No. 3 and Amendments thereto ("the Declaration"), Blaine County, Idaho, are as follows:

- (1) Condominium Declaration for the Bigwood Condominiums No. 3, recorded as Instrument No. 153422, records of Blaine County, Idaho ("Declaration")
- (2) First Amendment to Master Declaration of Covenants, Conditions and Restrictions as to the Use of Real Property Embraced within Bigwood Condominium No. Three, recorded March 24, 1995, as Instrument No. 378764, records of Blaine County, Idaho ("First Amendment").
- (3) Second Amendment to Bigwood Condominium No. 3 Condominium Declaration, recorded February 15, 2000, as Instrument No. 436477, records of Blaine County, Idaho ("Second Amendment").
- (4) Third Amendment to Condominium Declaration for Bigwood Condominiums No. 3, recorded February 15, 2000, as Instrument No. 436478, records of Blaine County, Idaho ("Third Amendment").

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(5) Fourth Amendment to the Condominium Declaration for Bigwood Condominiums No. 3, recorded May 30, 2003, as Instrument No. 484786, records of Blaine County, Idaho ("Fourth Amendment").

B. The Association and Owners desire to further amend the Declaration to provide a change in assessments from annual to monthly, a corresponding change in the fiscal year, the assessment of late fees, permissible use of electronic or other methods of notice to owners, and such other changes as will permit the Management to efficiently provide notices, time and method of payments, and late fees.

C. This Fifth Amendment to the Declaration is made pursuant to the Idaho Condominium Act and in accordance with Article XV of the Declaration which sets out the method of Amendment thereof.

D. The Owners of Bigwood Condominium No. 3, Inc., representing an aggregate ownership interest of 85% or more of the Condominium Owners, as reflected on the real estate records of Blaine County, Idaho, by ballot or proxy, consented to and agreed to this Fifth Amendment to the Condominium Declaration for Bigwood Condominiums No. 3, Inc., as provided hereinafter.

NOW, THEREFORE, the Condominium Declaration for the Bigwood Condominiums No. 3, is amended as follows:

1. Section 9.4, Notice of Assessment, Time and Method of Payment Thereof, and Late Fees, is amended in its entirety by striking and replacing to read as follows:

9.4 Notice of Assessment, Time and Method of Payment Thereof, and Late Fees Monthly assessments shall be made and payable on the 1st of each month. Notice of the monthly assessment shall be made no later than thirty days after the close of the Fiscal Year on May 31 and such monthly assessment shall commence on July 1st of each year until there is a change in such monthly assessment instituted by the Management. The monthly assessments shall be based on the projected Operating and Capital Budget approved by the Board following the close of the Fiscal Year on May 31st of each year, divided by 12, and then divided proportionally among Owners in proportion to the interest of the Common Area owned by each. Such monthly assessments and the payment thereof may be required by the Management to be paid electronically by bank transfer, by automated withdrawal, by paper check, or by any other means set by the Management. The Management may assess a reasonable late fee if the monthly payment is not made by a date set by Management or may set a reasonable processing fee if such payment is not made in the manner set by the Management. Notice of any change in monthly assessment shall be made no later than thirty days before such change. Failure to give timely notice of any change in assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty days after such notice shall have been given. Notice may be delivered electronically, by US Postal Service, or by other standard means and shall be deemed to have been given when sent. If electronically, each Owner shall provide an electronic address and update such address if and when changed. Notwithstanding any other Section, this Section shall govern in the event of conflict.

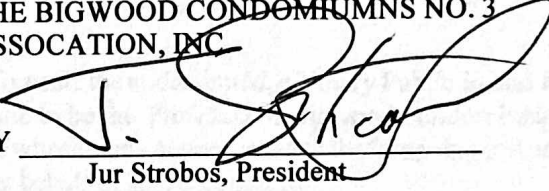
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2. Except as specifically amended herein, each and every provision and term of said Condominium Declaration for Bigwood Condominium No. 3, as previously amended, is ratified and shall remain in full forces and effect.

DATED this _____ day of _____, 2020

THE BIGWOOD CONDOMINIUMS NO. 3
ASSOCIATION, INC

BY

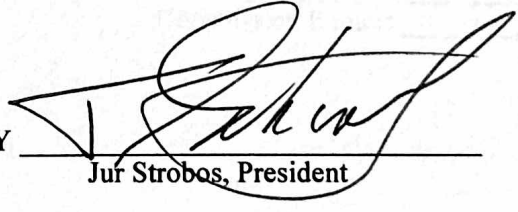

Jur Strobos, President

BY

Stacey Ward, Secretary

The undersigned President and Secretary of The Bigwood Condominium No. 3 Association, Inc., hereby certify that the amendment as set forth above has been approved by the vote, proxy, ballot or written consent of owners representing an aggregate ownership interest of 85 % or more of the condominiums as reflected on the real estate records of Blaine County, Idaho, and as pursuant to the terms and conditions of the Declaration

BY


Jur Strobos, President

BY

Stacey Ward, Secretary

ACKNOWLEDGEMENT

STATE OF IDAHO)

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County of Blaine)

On this day of _____ day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Jur Strobos, known to me to be the President of Bigwood Condominiums No. 3 Association, Inc., and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same or behalf of said corporation.

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

NOTARY PUBLIC FOR _____

Residing at _____

Commission Expires _____