

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

PROFESSIONAL LAND MANAGEMENT
P.O. BOX 2192
SUN VALLEY, ID 83353

376764

Amended C.C. & R's

BLAINE CO. REQUEST

Professional Land Mgt

'95 MAR 24 PM 1 58

Space above line for Recorder's Use

Mary Green / CLERK *ms*

FEES \$ 9.00

FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AS TO THE
USE OF REAL PROPERTY EMBRACED
WITHIN
BIGWOOD CONDOMINIUM NO. THREE ASSOCIATION INC.

THIS AMENDMENT is made to the certain Master Declaration of Covenants, Conditions and Restrictions as the Use of Real Property Embraced within the Bigwood Condominium No. Three Assoc. Inc., located in Blaine County, Idaho, recorded as Instrument No. 153422, Records of Blaine County, Idaho, incorporated herein by this reference thereto, as follows:

1. Section 11.1(a). Casualty Insurance. is amended in its entirety to read as follows:

"(a) Casualty Insurance. The management shall obtain insurance on the project in such amounts as shall provide for the replacement value of the condominium units as they were sold under the original specifications before any subsequent additions by the unit owner in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance is intended to provide coverage for fixtures within the four perimeter walls, floor and ceiling of the condominium unit. Fixtures include, but are not limited to: paint and wall coverings, carpets and floor coverings, drapes, cabinets and appliances, non-load bearing interior walls, doors and plumbing and electrical fixtures. Further, such insurance shall include fire and extended coverage, building ordinance of law coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Management and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Management may comply with the above requirements by the purchase of blanket coverage and may

On this 26 day of February, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom Wilkinson known to me to be the President of Bigwood Condominium No. Three Association, Inc., an Idaho Corporation, 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 on behalf of said corporation.

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

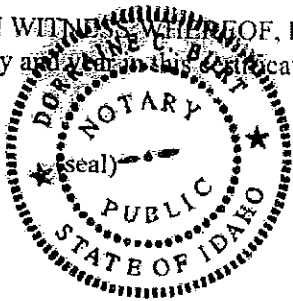


Sharon Williamson
NOTARY PUBLIC for Idaho,
Residing at Blaine
My commission expires 10-9-97

STATE OF IDAHO)
) ss.
COUNTY OF Twin Falls)

On this 7 day of March, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Bonita Hepworth, known to me to be the Secretary of Bigwood Condominium No. Three Association, Inc., an Idaho Corporation, 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 on behalf of said corporation.

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



Dorene C. Bust
NOTARY PUBLIC for Idaho,
Residing at Twin Falls
My commission expires 6-26-98

436477

Amend to R's

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BLAINE CO. REQUEST.

OF: *Kneeland & Roub*

BIGWOOD CONDOMINIUM ASSOCIATION
NO. 3, INC.
Post Office Box 659
Sun Valley, ID 83353
KKCL File No. 6678-R

'00 FEB 15 AM 11 01

MARSHA RIEHMANN, CLERK *mr*

FEES \$ *12.00*

(Space Above Line for Recorder's Use)

SECOND AMENDMENT TO BIGWOOD CONDOMINIUM
NO. 3 CONDOMINIUM DECLARATION

THIS AMENDMENT is made to the Bigwood Condominium No. 3 Condominium Declaration, recorded as Instrument No 153422, records of Blaine County, Idaho, and to the First Amendment to Master Declaration of Covenants, Conditions and Restrictions as to the Use of Real Property Embraced within Bigwood Condominium No. 3 Association, Inc., recorded as Instrument No. 376764, records of Blaine County, Idaho, incorporated herein by this reference thereto, as follows:

1. Section 2.2, Unit, is amended in its entirety to read as follows:

"Unit" means the separate interest in a condominium, as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures, improvements and personal property, therein contained including but not necessarily limited to water heaters, laundry equipment, sinks and barbecues. Notwithstanding such markings, the following are not part of a Unit: bearing walls, columns, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area, as herein defined.

2. Section 11.1(a), Casualty Insurance, is amended in its entirety to read as follows:

(A) Casualty Insurance. The Association shall obtain insurance on the project in such amounts as shall provide for full replacement thereof in the event of damage

or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk coverage if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. In the event the Association's insured provides coverage under this Section 11.1(a) and the Association is responsible for the payment of any deductible portion of such insurance, the Owner of any Unit which is the source or cause of such damage, regardless of fault or negligence of the Owner, shall be responsible for the payment of the deductible amount of insurance.

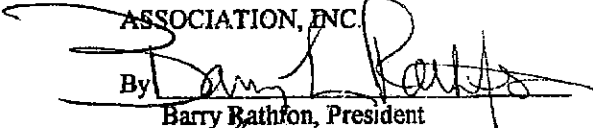
3. Section 11.4, Owner's Responsibility, is amended in its entirety to read as follows:

Section 11.4, Owner's Responsibility. Insurance coverage on any improvements installed by the owner and on furnishings initially placed in the unit by Declarant or owner, unless the Association pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and public liability insurance coverage within each individual unit and for activities of the owner, not acting by the Association with respect to the common area, unless the Association, pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and regardless of the Association election, insurance coverage against loss from theft on all personal property placed in the unit by owners, shall be the responsibility of the respective owners.

4. Except as specifically amended herein, each and every term of the Bigwood Condominium No. 3 Condominium Declaration, and prior Amendments thereto shall remain in full force and effect.

DATED this 31 day of JANUARY, 2000.

BIGWOOD CONDOMINIUM NO. 3
ASSOCIATION, INC.

By 
Barry Rathfon, President

By 
Bonita Hepworth, Secretary

The President and Secretary of Bigwood Condominium No. 3 Association, Inc., hereby certify that owners representing an aggregate ownership of 66-2/3% or more of the condominiums have consented and agreed to this Amendment as set forth above, pursuant to the terms and conditions of the Declaration.

By [Signature]
 Barry Rathfon, President

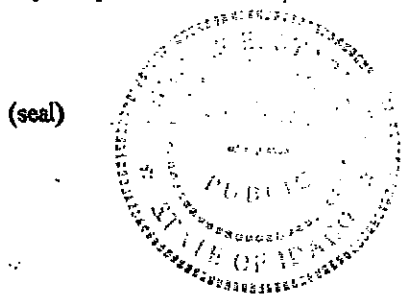
By [Signature]
 Bernita Hepworth, Secretary

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
 County of BLAINE)

On this 31 day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Barry Rathfon, known to me to be the President of Bigwood Condominium 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 on behalf of said corporation.

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

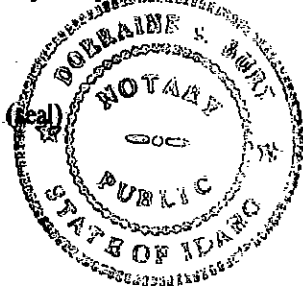


[Signature]
 NOTARY PUBLIC for _____
 Residing at HAILEY, IDAHO
 Commission Expires 9/16/05

STATE OF Idaho)
County of Twin Falls) ss.

On this 31 day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Benita Hepworth, known to me to be the Secretary of Bigwood Condominium 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 she executed the same on behalf of said corporation.

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



Deborah S. Burt
NOTARY PUBLIC for Idaho
Residing at Twin Falls
Commission Expires 6-25-2001

condowk/bigwood3.2ndamend

436478

Amend CC & R's

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

BLAINE CO. REQUEST.

OF: *Kneeland & Ross*

Bigwood Condominium Association No. 3, Inc.
Post Office Box 659
Sun Valley, ID 83353
KKCL File No. 6678-R

*00 FEB 15 AM 11 02

MARSHA RIEBANN, CLERK *mm*

FEES \$ *9.00*

(Space Above Line for Recorder's Use)

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION
FOR BIGWOOD CONDOMINIUMS, NO. 3**

RECITALS:

A. The Condominium Declaration for the Bigwood Condominium No. 3, was recorded on March 13, 1974, as Instrument No. 153422, records of Blaine County, Idaho.

B. The First Amendment to Master Declaration of Covenants, Conditions and Restrictions as to the use of real property embraced within Bigwood Condominium No. 3 Association, Inc. was recorded March 24, 1995 as Instrument No. 376764, records of Blaine County, Idaho.

C. The Second Amendment to Bigwood Condominium No. 3 Condominium Declaration was recorded *2-15-2000* as Instrument No. *436477* records of Blaine County, Idaho.

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

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

1. Exhibit B is amended by the deletion of the Building alphabetical designations D, E and F, and changing the name of the Building - Larkspur to Building - Aspen.

2. The third sentence of Article IV, Section 4.1 *Estates of an Owner* is amended in its entirety to read as follows:

"Exhibit B also contains a legal description of each unit in Buildings - Columbine, Snowbrush and Aspen."

3. Except as specifically amended herein, each and every provision and term of said Condominium Declaration for the Bigwood Condominiums No. 3, as amended, is ratified and confirmed and shall remain in full force and effect.

DATED this 31 day of JANUARY, 2000.

THE BIGWOOD CONDOMINIUMS NO. 3
ASSOCIATION, INC.

By Barry Rathfon
Barry Rathfon, President

By Benita A. Hepworth
Benita Hepworth, Secretary

The undersigned President and Secretary of The Bigwood Condominium No. 3 Association, Inc., hereby certify that the amendments as set forth above have 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.

Barry Rathfon
Barry Rathfon, President

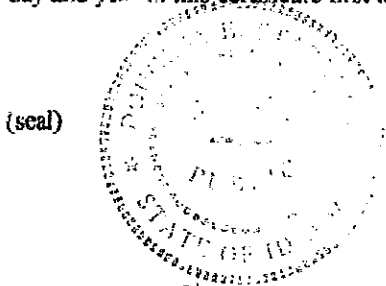
Benita A. Hepworth
Benita Hepworth, Secretary

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of BLAINE)

On this 31 day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Barry Rathfon, 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 on behalf of said corporation.

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

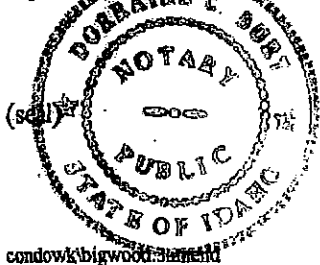


[Signature]
NOTARY PUBLIC for _____
Residing at HANALEI, IDAHO
Commission Expires 8/16/05

STATE OF Idaho)
) ss.
County of Twin Falls)

On this 31 day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Benita Hepworth, known to me to be the Secretary 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 she executed the same on behalf of said corporation.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at Twin Falls
Commission Expires 6.25.2004

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

KNEELAND, KORB, COLLIER & LEGG
P.O. Box 249
Ketchum, ID 83340
KKCL File No.

Instrument # 484786
HAILEY, BLAINE, IDAHO
2003-05-30 02:15:00 No. of Pages: 7
Recorded for : PIONEER WEST PROPERTY MANAGEMENT
MARSHA RIEMANN Fee: 21.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

(Space Above Line for Recorder's Use)

**FOURTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR THE BIGWOOD CONDOMINIUMS NO. 3**

THIS FOURTH AMENDMENT to the Condominium Declaration for Bigwood Condominiums No. 3, is made by the members of Bigwood Condominium Association No. 3, Inc., and the owners of the Bigwood Condominiums No. 3 ("Owners").

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").

B. The Association and Owners desire to further amend the Declaration to provide an express provision that the definition of "unit", as set forth in Section 2.2 of the Declaration, and as amended by the Second Amendment, includes the perimeter windows and perimeter sliding glass doors of the units as they have been constructed, so that the owners of each unit own the entire physical perimeter window(s) and perimeter sliding glass door(s) of their unit, and are responsible for the maintenance, care and cost thereof, with the provision that changes to the perimeter windows

and perimeter sliding glass doors cannot be done without the prior written consent of the Board of Directors, following the procedure set forth herein.

The Association and Owners desire to further amend the Declaration to provide for an express and more clear provision that in the event an action is brought to enforce or interpret the Declaration, Bylaws of the Association, or Articles of Incorporation or any amendments thereto, and/or any rules promulgated by the Association, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs, whether a trial is initiated or not, and through trial and appeal, if applicable.

Lastly, the Association and Owners desire to further amend the Declaration by deleting the language that requires the consent of all holders of any recorded mortgage covering or affecting any or all Condominiums for an amendment or revocation of the Declaration.

C. This Fourth Amendment to the Declaration is made pursuant to the Idaho Condominium Property Act and Article XV of the Declaration.

D. The owners of Bigwood Condominium No. 3, representing an aggregate ownership interest of 85 % or more of the Condominium Owners, as reflected on the real estate records of Blaine County, Idaho, at a duly scheduled meeting, by proxy or otherwise, as indicated by the attached written consent, agreed to the Fourth Amendment to Condominium Declaration for Bigwood Condominiums No. 3, as provided hereinafter. In addition, all the holders of any recorded mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear of record in the office of the Blaine County Recorder, have also consented.

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

1. Article II, Section 2.2, Unit, is amended in its entirety as follows:

(a) "Unit" means the separate interest in a condominium, as bounded by the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, plus the entire physical surface areas of the perimeter windows (exterior and interior) and perimeter sliding glass doors (exterior and interior), and the interior surfaces of built-in fireplaces as shown and numbered on the Condominium Map to be filed for record, together with all fixtures, improvements and personal property, therein contained, including but not necessarily limited to water heaters, laundry equipment, sinks and barbeques. Notwithstanding such markings, the following are not part of a Unit: bearing walls, columns, floors and walls (except for the interior surface thereof, if a perimeter wall, floor or ceiling) foundations, shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other services used by more than one Unit, pipes, vents, ducts, flutes, chutes, conduits, wires and other utility installations, wherever located, except the outlets

thereof when located within the Unit. The interior surfaces of a perimeter door (non-sliding glass perimeter doors) means the points at which such surfaces are located when such doors are closed. The perimeter physical windows and physical sliding glass doors are not a part of the common area, but a part of the Unit itself.

(b) Each Owner shall be responsible for the costs and liability associated with removing, replacing, and/or maintaining the windows and sliding glass doors of their Unit in a good state of maintenance and repair. The Association has no liability or responsibility in regard to these windows and doors, but maintains the right to enforce the provisions of the Declaration against any Unit owner who violates these provisions in regard to the windows and sliding glass doors. Each Unit Owner shall also be responsible for any liability and/or costs associated with any damage to the common area, or another Unit, or any other property, as a result of their perimeter windows and sliding glass doors.

(c) No changes to a perimeter window nor sliding glass door shall be made without the prior written approval of the Board of Directors of the Bigwood Condominiums No. 3, Inc. Any Unit Owner who wishes to change, modify, or alter their existing perimeter windows and/or perimeter sliding glass door(s), shall first submit a plan, design or rendering of the proposed action to the Board, for its review. Upon receipt, the Board shall have twenty-one (21) days in which to review the proposed change, alteration and/or work, and either approve of the proposed plan, design or work, or deny its approval. The applicant may request a hearing before the entire Board, which shall be conducted according to the Board's availability, and may be conducted via phone or other electronic means. The Board shall have the option to continue the time for making a decision on the application for ten days, if it cannot reasonably hold a meeting, as defined herein, within the twenty-one (21) day time period. The Board's decision shall be final in regard to such approval, and based upon a majority vote of the Board members.

The Board's decision shall be in writing and mailed or delivered to the applicant's last known address. The Board's decision shall be based upon maintaining a harmonious and continuous outer appearance for the entire Condominium complex, and further based upon whether the proposed improvements, construction, and alterations that affect the exterior of the Unit conform and harmonize with the existing structures as to external design, materials, color and topography.

2. Article VIII is amended by the addition of a new paragraph, Section 8.7 Attorney's Fees and Costs, to read as follows

"Section 8.7 Attorney's Fees and Costs: In addition to any other enforcement rights described in this Declaration and the Bylaws, Articles of Incorporation, and/or rules, and amendments thereto, or authorized by law and subject to any restrictions

on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules and amendments thereto:

- (a) impose monetary penalties, including late charges and interest;
- (b) suspend voting rights in the Association;
- (c) suspend use privileges for the Common Area; and
- (d) commence a legal action for damages, injunctive relief, and/or attorney's fees and costs.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and/or on behalf of any Owner who consents, and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys' fees from the non-prevailing party. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

Amounts owing by Owners pursuant to this Section may be collected by the Association by assessment pursuant to Article IX below.

An Owner shall be given fifteen (15) days prior written notice before the imposition of any disciplinary action and the reasons for such action. The notice shall be hand delivered, or mailed certified, return receipt requested, to the Owner's last known address. The Owner shall have the opportunity to be heard, orally or in writing, by a majority of the Board of Directors not less than five (5) days before the imposition of the penalty. Such a hearing may be conducted telephonically or by other electronic means, but must be requested by the Owner."

3. Article XV, Revocation or Amendment to Declaration, of the Declaration shall be amended in its entirety to read as follows:

"Revocation or Amendment to Declaration. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing the aggregate interest of 85% or more of the Condominiums, as reflected on the real estate records of Blaine County, Idaho, consent and agree to such revocation and amendment, by an instrument duly recorded. Any such revocation or amendment shall be binding upon every Owner and every Condominium whether the

burdens thereon are increased or decreased by any such amendment and whether or not the owner of each and every Condominium consents thereto.

4. A second paragraph is added to Article XVII Miscellaneous, Section 17.1 Compliance with Provisions of Declaration and By-Laws of the Association, to read as follows:

“In an action to seek compliance of the provisions of the Declaration, Articles of Incorporation, By-laws and/or Rules of the Association, and amendments thereto, whether such action is for injunctive relief, damages or to enforce penalties imposed or collect assessments, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys fees from the non-prevailing party.”

5. Ratification. All of the provisions of the Declaration and Amendments thereto not in conflict herewith are hereby ratified and confirmed, and shall remain in full force.

6. Consent. The Declaration is amended in accordance with Article XV, Revocation or Amendment to Declaration, of the Declaration, as amended, by Owners 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 vote, proxy or ballot duly received and counted. In addition, all the holders of any recorded mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear of record in the office of the Blaine County Recorder, have also consented.

IN WITNESS WHEREOF, the Association, by its President and Secretary, certifies that this Fourth Amendment was duly approved, agreed and consented to by the Owners and the Association as required by the Declaration.

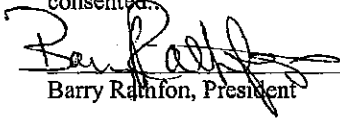
DATED this 19 day of May, 2002.

THE BIGWOOD CONDOMINIUM NO. 3
ASSOCIATION, INC.

By Barry Rathfon
Barry Rathfon, President

By Janice Burk
Janice Burk, Secretary

The undersigned President and Secretary of The Bigwood Condominium No. 3 Association, Inc., hereby certify that the amendment as set forth above have 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 that all the holders of any recorded mortgage covering or affecting any or all of the Condominiums, whose interests as Mortgagees appear of record in the office of the Blaine County Recorder, have also consented.


Barry Rathfon, President


Janice Burk, Secretary

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Blaine)

On this 19th day of May, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Barry Rathfon, known to me to be the President of Bigwood Condominium 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 on behalf of said corporation.

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

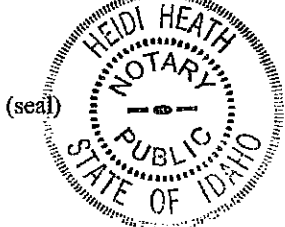


Heidi Heath
NOTARY PUBLIC FOR IDAHO
Residing at Letchem ID
Commission Expires 4-5-05

STATE OF IDAHO)
) ss.
County of Blaine)

On this 19th day of May, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Janice Burk, known to me to be the Secretary of Bigwood Condominium 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 on behalf of said corporation.

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



Heidi Heath
NOTARY PUBLIC FOR IDAHO
Residing at Letchem ID
Commission Expires 4-5-05

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