

After Recording

Return to:

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Clark Wardle LLP
251 E. Front Street, Suite 310
Boise, ID 83701

FOR RECORDING INFORMATION

**THIRD AMENDMENT TO NOTICE OF ADDITIONAL TERRITORY AND
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
ESTABLISHING A CONDOMINIUM PLAN FOR ELKHORN INDIAN SPRINGS CONDOMINIUMS**

THIS THIRD AMENDMENT TO NOTICE OF ADDITIONAL TERRITORY AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ESTABLISHING A CONDOMINIUM PLAN FOR ELKHORN INDIAN SPRINGS CONDOMINIUMS ("**Third Amendment**") is made by the requisite number of owners of lots within the Elkhorn Indian Springs Condominium Association, Inc. ("**Indian Springs**").

RECITALS

A. WHEREAS, that certain Notice of Additional Territory and Supplemental Declaration of Covenants, Conditions, and Restrictions Establishing a Condominium Plan for Elkhorn Indian Springs Condominiums was recorded in the Official Records of Blaine County, Idaho, on October 17, 1973, as Instrument No. 151531 ("**Declaration**"). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

B. WHEREAS, that certain First Amendment to Notice of Additional Territory and Supplemental Declaration of Covenants, Conditions, and Restrictions Establishing a Condominium Plan for Elkhorn Indian Springs Condominiums that was recorded in the Official Records of Blaine County, Idaho, on August 19, 1992, as Instrument No. 343873 ("**First Amendment**") and amended, *inter alia*, the voting threshold to amend the Declaration as set forth in Section 15.2 to "not less than a sixty and two-thirds percent (60 2/3%) interest in the common area."

C. WHEREAS, that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions as to the Use of Real Property Embraced within Indian Springs Condominium Association Inc. was recorded in the Official Records of Blaine County, Idaho on August 3, 1994, as Instrument No. 368992 ("**Second Amendment**") and amended, *inter alia*, obligations related to Indian Springs' insurance coverage.

D. WHEREAS, Section 15.2 of the Declaration, as amended, sets forth the means by which Indian Springs may amend the Declaration, and any amendments thereto.

E. WHEREAS, at the annual meeting of the members of Indian Springs, in June 2024, owners representing an aggregate ownership interest of 60 2/3% in person or by proxy amended the Supplemental Declaration, as provided hereafter.

NOW, THEREFORE, Indian Springs, upon the basis of the foregoing facts, understandings, and intentions, does hereby amend the Declaration as set forth hereafter.

1. Amendment to Section 15.2. Indian Springs does hereby delete Section 15.2 of the Declaration and replaces and amends it in its entirety as follows:

Section 15.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a Condominium owner at a meeting of members of the Association. The resolution shall be adopted by approval of the condominium Owners owning in the aggregate a majority of the Owners' percentage interest in the Common Area as set forth in Exhibit "B". A copy of each amendment shall be certified by at least two officers of the Association and the amendment shall be effective when recorded in the public records of Blaine County, Idaho; provided further, that for any of the following amendments to be effective they must also be approved in writing by the record holders of all encumbrances on any Condominiums at the time of such amendment.

A. Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrances.

B. Any amendment which would necessitate an encumbrancer after it has acquired a condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to foreclosure.

C. Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual Condominiums not being separately assessed for tax purposes.

D. Any amendment relating to the insurance provisions as set out in Article XI hereof, or to that application of insurance proceeds, or to the disposition of any money received in taking under condemnation proceedings.

A certificate, signed and sworn to by two officers of the Association, that Owners holding a majority of the Owners' percentage interest in the Common Area have either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. Any amendment which requires the written consent of all the record holders of encumbrances shall be signed and sworn to by all such encumbrances. When recorded, it shall be noted that such amendment has been so approved.

Notwithstanding the above, any amendment required by the California Commissioner of Real Estate as a condition to the sale in California of Condominiums in the Project not in conflict with laws of the State of Idaho shall not require a Notice of Hearing and shall be effective upon recordation with the Blaine County Recorder of:

(1) An instrument in writing signed and acknowledged by the president and secretary of the Association or the Master Association certifying that such amendment is required by the California Commissioner of Real Estate as a condition to the sale in California of Condominiums in the Project.

2. No other Amendments. Except as amended by this Third Amendment, all terms set forth in the Supplemental Declaration shall remain unchanged, and in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Supplemental Declaration, this Third Amendment shall control.

3. Effective Date. This Third Amendment shall be effective as of the date of recording in Blaine County, Idaho, of an original of this Third Amendment properly executed and acknowledged hereto.

[signatures to follow]

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date last set forth below.

ELKHORN INDIAN SPRINGS CONDOMINIUM
ASSOCIATION, INC.

Glenn Crumrine

By:

Its: President

Dated: 7/9/24

Rhonda

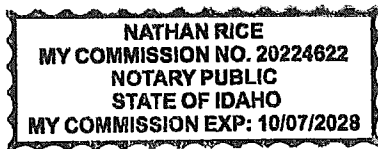
By:

Its: Secretary

Dated: 7/11/24

STATE OF ID)
) ss.
COUNTY OF Ada)

This record was acknowledged before me on 7/9/24 by Glenn Crumrine
as the President of Elkhorn Indian Springs Condominium Association, Inc.




Nathan Rice
Notary Public

My commission expires 10/07/28

STATE OF IDAHO)
COUNTY OF BLAINE) ss.

This record was acknowledged before me on 9/11/24 by Rex willows-munro
as the Secretary of Elkhorn Indian Springs Condominium Association, Inc.




Notary Public
My commission expires 7/6/2026