

AT-106702

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Cunningham, Mark
223 E. Strawberry Drive
Mill Valley, CA 94941

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 25.00 6
BOISE IDAHO 08/04/2011 03:30 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
ALLIANCE TITLE - CW MOORE BRAN 111063020



SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR
HISTORIC COMPLICATION CONDOMINIUMS

CRG Boise LLC, an Idaho limited liability company, being the Declarant pursuant to the Assignment of Declarant Rights recorded as Instrument No. 111045863, records of Ada County, Idaho; and otherwise entitled to amend the Condominium Declaration Historic Complication Condominiums, recorded as Instrument No.108038766, as amended by First Amendment thereto recorded as Instrument No. 108077277, records of Ada County, Idaho (collectively, the "Declaration"), which Declaration encumbers certain real property more particularly described in the Declaration.

NOW, THEREFORE, Declarant hereby amends the following sections of the Declaration identified below:

Section 1.1: The Declarant: CRG Boise LLC, an Idaho limited liability company, is the Owner of that certain real property located in Ada County, Idaho, and more particularly described as follows: *[legal description of the Property omitted herein for brevity purposes but retained as to enforceability]*.

Section 2.5: Declarant. "Declarant" shall mean and refer to CRG Boise LLC, an Idaho limited liability company, its successors and assigns, but excluding buyers of individual Units.

Section 2.13: Unit. Subparagraph Number 3 is amended by the addition of the following sentence thereto: Unit R-103 and R-104 at the Owner's option may be built out for either residential or commercial use.

Section 4.2: Right to Divide Units. Subparagraph 3 shall be added as follows:

- 3. Notwithstanding anything to the contrary contained in the Declaration, Unit C-101 may be divided into both Residential and Commercial uses and assessed accordingly based on the square footage allocated to each such use following division of the Unit, subject to any required governmental approvals and the approval of the HOA Board.

Section 7.2: Voting Rights. Subsection Class "B" shall be amended as follows: Subparagraph Number 2 is hereby deleted in its entirety and replaced with "On January 1, 2015."

Section 8.5: Rules and Regulations. The Association may, from time to time, make reasonable rules and regulations ("Rules and Regulations") governing, without limitation,

signage, window coverings, window treatments and the use of the Units and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration and shall be kept on file with the Association at the registered office of the Association. It is incumbent upon Owners to obtain copies of the Rules and Regulations. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such Rules and Regulations or with any other obligations of Such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such Rules or Regulations.

Section 9.2: Purposes and Amount of Total Annual Assessments. The following sentences shall be added to the end of Section 9.2: Notwithstanding anything to the contrary stated herein, and as stated in Section 2.13, the Owner of Units R103 and R-104 may designate such Unit, in a writing delivered to Declarant and Association, as either a Commercial Unit or a Residential Unit according to the build out and user intent and design ultimately selected by the owner. At execution of this amendment R103 and R104 are designated commercial and the HOA dues are reflective of this designation. The first Association budget will be established effective June 1, 2011 based upon an annual year's budget, thereafter the budget will be reviewed by the Association Board and the management company on a calendar year basis beginning January 1 of each year.

Section 9.2: The schedules in 9.2 shall be amended and simplified as follows to assess Association dues regardless of whether or not the space is occupied and regardless of whether or not the space is built out. The initial monthly assessment for each Unit and the percentage (%) of assessments for each Unit is as follows:

Basement Storage Unit	S.F.	Factor	Adj. SF	% B Units	% All Units	Initial Amt per \$1,000
B-1	1,363	20%	272.6	62.753%	1.021%	\$10.21
S-1 to S18... Allocation now included with residential unit calculation.						
Total	2172					

Commercial Units	S.F.	% C Units	% All Units	Initial Amt per \$1,000
C-101	4,615	56.584%	17.287%	\$ 172.87
C-102	1,584	19.421%	5.933%	\$ 59.33
R-103	986	12.089%	3.693%	\$ 36.93
R-104	971	11.905%	3.638%	\$ 36.38
Subtotal	8,156	100.00%	30.551%	\$305.51

Residential Units	S.F.	% R Units	% All Units	Initial Amt per \$1,000
R-201	1,051	5.805%	3.974%	\$39.74
R-202	1,143	6.313%	4.319%	\$43.19
R-203	962	5.313%	3.640%	\$36.40
R-204	861	4.755%	3.263%	\$32.63
R-205 N. 10th Street, 2nd Floor	875	4.833%	3.315%	\$33.15
R-206	1,358	7.500%	5.124%	\$51.24
R-207	1,000	5.523%	3.783%	\$37.83
R-208	1,803	9.958%	6.791%	\$67.91
R-301*	1,033	5.705%	3.906%	\$39.06
R-302*	1,141	6.302%	4.311%	\$43.11

ROR [Signature]

Residential Units	S.F.	% R Units	% All Units	Initial Amt per \$1,000
R-303	963	5.319%	3.644%	\$36.44
R-304	855	4.722%	3.241%	\$32.41
R-305	879	4.855%	3.330%	\$33.30
R-306	1,357	7.495%	5.120%	\$51.20
R-307	1,000	5.523%	3.783%	\$37.83
R-308*	1,825	10.080%	6.884%	\$68.84
Subtotal	18,106	100.00%	68.428%	\$684.28

Weighted Allocation Totals 100.000% \$1,000.00

*Units R-301, R-302 and R-308 include patio areas in S.F. calculations.

Section 10.4: Parking Spaces. The four (4) designated vehicle Parking Units may be sold to an Owner who does not own a Residential or Commercial Unit in the Building.

Section 11.7: Home Inspection is deleted in its entirety.

Section 17.3: Mortgagees Protection Provisions. The following provision is hereby added to the end of this Section 17.3:

3. Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which such holder, insurer or guarantor of a mortgage.

Section 17.4: Owner's Obligations: The owner of C101 shall be solely responsible for the maintenance of the lift within their space.

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The undersigned Declarant does hereby certify that it is the owner of all Units described in the Declaration, except as follows:

- Units B-1 and C-101 owned by Robert and Barbara Kaylor
- Unit C-102, R-103 and R-104 owned by HossCo Holdings, LLC

Except as specifically modified by this Second Amendment to Condominium Declaration of Historic Complication Condominiums, all provisions of the Declaration shall remain in full force and effect, and are hereby ratified and affirmed by Declarant.

The Effective Date of this Second Amendment shall be upon its recording with the Ada County Recorder's Office.

DECLARANT:

CRG Boise LLC,
an Idaho limited liability company

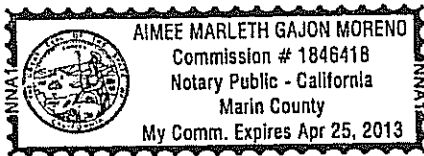
By: *Mark Cunningham*
Mark Cunningham
Its: Manager

STATE OF CA)
) ss.
County of Marin)

On this 29 day of JULY, 2011, before me, the undersigned, Aimee Moreno, a Notary Public in and for said county and state, personally appeared Mark Cunningham, known to me to be the person whose name is subscribed to the within and foregoing instrument as the Manager of CRG BOISE LLC, an Idaho limited liability company, and acknowledged to me that he executed the same for and on behalf of said company.

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

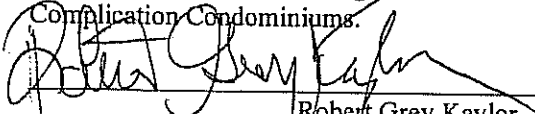
Aimee Moreno
Notary Public for CA
Residing at TIMMON
My commission expires: APRIL 25 2013



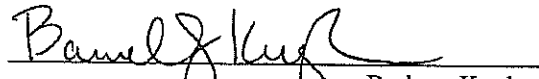
RMG

CONSENT

Robert and Barbara Kaylor do hereby certify that they are the owners of Units B-1 and C-101, and consent to the recording of this Second Amendment to Condominium Declaration for Historic Complication Condominiums.



Robert Grey Kaylor




Barbara Kaylor

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of August, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert Grey Kaylor and Barbara Kaylor, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at Boise, ID
My commission expires 11-14-2013





CONSENT

HossCo Holdings, LLC, by and through Kevin Loup, its MANAGER, hereby certifies that it is the owner of Units C-102, R-103 and R-104, and consents to the recording of this Second Amendment to Condominium Declaration for Historic Complication Condominiums.

HossCo Holdings, LLC,
an Idaho limited liability company

By: [Signature]

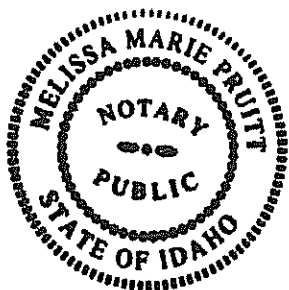
Its: MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of August, 2011, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kevin Loup, known to me to be the person whose name is subscribed to the within and foregoing instrument as the MANAGER of HossCo Holdings, LLC, an Idaho limited liability company, and acknowledged to me that he executed the same for and on behalf of said company.

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

Melissa Marie Pruitt
Notary Public for Idaho; Residing at Boise, ID
My commission expires: 11-14-2013



[Signature]