

DANIEL J. ENGLISH REC I 2048636000  
KOOTENAI CO. RECORDER Page 1 of 95  
BBB Date 08/09/2008 Time 15:10:47  
REC-REG OF PAUL DAUGHERTY  
RECORDING FEE: 285.00  
2048636000 SC

First Amendment to Declaration  
of  
The Condos  
at  
Mill River

**FIRST AMENDMENT TO DECLARATION OF  
THE CONDOS AT MILL RIVER**  
Coeur d'Alene, Idaho

MILL RIVER INVESTMENTS, LLC, an Idaho limited liability company, hereinafter referred to as "Declarant", holds title in fee simple to the land and buildings legally described in Exhibit "A", attached hereto and by this reference incorporated herein, located in Coeur d'Alene, Idaho, hereby submits such real estate so described in Exhibit "A", including the easements, rights and appurtenances thereunto belonging in the buildings and improvements erected or to be erected thereon (hereinafter collectively referred to as the "Property"), and hereby makes the following First Amendment To Declaration Of The Condos At Mill River to that certain Declaration Of The Condos At Mill River recorded in Kootenai County, Idaho as Instrument No. 2042884000 on July 12, 2006:

**RECTALS**

A. Declarant hereby submits said Property, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereupon to the provisions of the Idaho Condominium Property Act, Idaho Code § 55-1501, et seq., as the same may from time to time be amended, hereinafter referred to as the "Act", to be known as "The Condos at Mill River";

B. Declarant pursuant to the Idaho Condominium Property Act, Chapter 15, Title 55 of the Idaho Code and other applicable provisions of Idaho law, wish to amend the original Declaration Of The Condos At Mill River recorded in Kootenai County, Idaho as Instrument No. 2042884000;

**THEREFORE:**

Pursuant to the Act and other laws of the State of Idaho, and for the purpose of submitting the Condominium to the provisions of the foregoing, the Declarant, being the sole owner of the Property, makes the following declaration: It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges for use or enjoyment, respecting the Property and/or any Unit thereof, as defined herein, in the Condominium created by this Declaration, that this Declaration, in conjunction with the Survey Map and Plans referred to in this Declaration, sets forth covenants, conditions, restrictions and reservations affecting a common plan for the Condominium mutually beneficial to the described Units and that the covenants, conditions, restrictions and reservations are binding upon the Property and upon the Condominium as a parcel of Realty, and are also binding upon the Unit Owners or possessors of such described Units, and upon their respective heirs, personal representatives, successors and assigns, through all successive transfers of all or any part of the Property or all or any portion of the Condominium or any security interest within same, without requirement for further specific reference or inclusion in deeds, contract or security instruments, and regardless of any subsequent forfeiture, foreclosure or sales of the Condominium or any Units therein.