



AMENDMENTS TO
CONDOMINIUM DECLARATION
FOR THE
GOOSE CREEK CONDOMINIUMS

WHEREAS, Robert D. Erland and Sharon N. Erland, husband and wife, Daniel A. Erland and Ginger L. Erland, husband and wife, and Kerilynn Erland, a single person, as Declarant has previously filed of record a Condominium Declaration For the Goose Creek Condominiums, as Instrument No.106158936, on the 5th day of October, 2006, records of Ada County, Idaho; and

WHEREAS, RDE, LLC, an Idaho limited liability company, is the successor and assignee of said Declarant;

NOW, THEREFORE, pursuant to the provisions of the Section 16.1.1 of the Condominium Declaration for the Goose Creek Condominiums, the following amendments are hereby adopted effective as of the date of the recording of this document:

I. Section 16.2 of the Declaration is hereby amended to read in its entirety, as follows:

16.2 Mortgagee Protection

16.2.1 Notice to Mortgagees and Guarantors. The Mortgagee and Guarantor of the mortgage on any Unit in the Project shall be entitled to timely notice of the following:

Any condemnation or casualty loss that affects either a material portion of a Building or a Unit encumbered by such first Mortgage;

Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a first Mortgage;

A lapse, cancellations, or material modification of any insurance policy maintained by the Association; and

Any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

16.2.2 Amendments Affecting Mortgagees. Amendments of this Declaration or the recorded plat of a material adverse nature to mortgagees must be agreed to by

mortgagees that represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages.

16.2.3 Approval of Termination. For any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least fifty-one percent (51%) of the votes of the unit estates that are subject to mortgages.

16.2.4 Implied Approval by Mortgagees. Implied approval shall be assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment or termination of legal status within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

16.2.5 First Mortgagee's Rights Confirmed. No provision of this Declaration nor the plat shall be construed to provide a condominium unit owner or any other priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

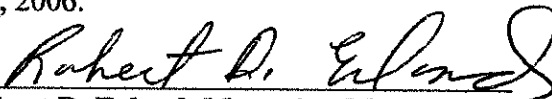
16.2.6 Unpaid Dues. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee, which shall include costs of collecting unpaid dues as provided herein.

II. Exhibit "F," GOOSE CREEK CONDOMINIUMS, Initial Assessment, is hereby amended to read in its entirety as attached hereto.

CERTIFICATION

This undersigned Managing Member of the RDE, LLC, an Idaho limited liability company, hereby certifies that RDE, LLC is the Grantor, pursuant to Section 2.15 of the Condominium Declaration for the Goose Creek Condominiums, by reason of the fact that RDE, LLC is the Successor and Assignee of the previous Grantor, and that the above and foregoing amendments were approved by the Grantor, prior to the recordation of the first deed to a condominium, pursuant to Section 16.1.1 of said Condominium Declaration.

Dated this 31 day of October, 2006.

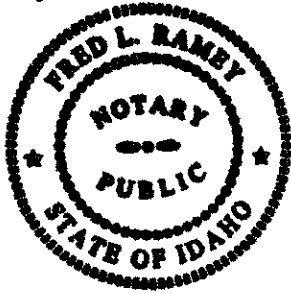

Robert D. Erland, Managing Member

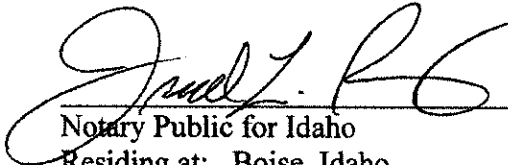
STATE OF IDAHO)
 :SS
County of Ada)

On this 31 day of October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert D. Erland**, known or identified to me to be the Managing Member of RDE, LLC, an Idaho limited liability company, the limited liability company which executed the within and foregoing instrument, and acknowledged to me that such limited liability company executed the same.

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

(SEAL)





Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 12/14/2010