



**SECOND AMENDMENT TO CONDOMINIUM DECLARATION
FOR THE GOOSE CREEK CONDOMINIUMS**

WHEREAS, Robert D. Erland and Sharon N. Erland, as Declarant filed a record a Condominium Declaration For The Goose Creek Condominiums, as Instrument No. 106158936 October 5, 2006, records of Ada County, Idaho and amended the Condominium Declaration For The Goose Creek Condominiums filed of record as Instrument No. 106172210 on October 31, 2006; and

WHEREAS, Association defined as Goose Creek Condominium Owners' Association, Inc. in the Condominium Declaration For The Goose Creek Condominiums Article 2.3 has the power to amend the Declaration pursuant to Article 8.1;

NOW, THEREFORE, pursuant to the provisions of the Section 16.1.2 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.

1. Section 2.33 of the Declaration shall hereby be amended to read in its entirety as follows:

2.33 "Unit" shall mean and refer to the separate interest in a Condominium as depicted on the Plat and which is bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, skylights, if any, and doors thereof, together with all fixtures and improvements therein contained, including, without limitation, all pipes, wires, conduits and other utility lines and heating, ventilation and air conditioning systems serving the particular Unit and including both the portions of the Building so described and the airspace so encompassed. The following are not part of the Unit: bearing walls, columns floors, roofs, (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, elevator equipment and shafts, central heating serving more than one Unit, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wire and other utility installations (other than those specified above), wherever located, except the outlets thereof when located within one Unit. The Association insurance will cover repairs for the permanent cabinets, original and permanent stationary appliances, permanent installed floor coverings and interior walls (not including paint). The interior surfaces of a perimeter window, skylight, or door means the points at which such surfaces are located when such window, skylight, or door is closed. The physical windows, skylights, or doors themselves are part of the Limited Common Area as defined herein.

2. Section 4.2 of the Declaration shall hereby be amended to read in its entirety as follows:

4.2 Parking Spaces. All Parking Spaces shall initially be assigned to an owner as shown on Exhibit "E", to the Condominium Declaration For The Goose Creek Condominiums recorded on October 5, 2006, Instrument No. 106158936 and all proceeds therefrom shall be vested in the Association. Sixty-two (62) Parking Spaces are initially assigned to a specific Unit, as shown on Exhibit "E", while the Association will assign the remaining Parking Spaces as handicapped parking.

After their initial assignment, Parking Spaces shall be assigned either in conjunction with the conveyance of a Condominium pursuant to the following terms and limitations. After the initial assignment of parking spaces, the Association may change the assignments, provided, however, that an Owner shall not have the number of spaces assigned to that Owner reduced without the written consent of the Owner. All Owners must obtain a permit from the management entity for the Association for each vehicle in order to park in any assigned Parking Spaces to a Unit or in any Common Area. An Owner who does not utilize the Owner's parking spaces may allow another Owner or the Association to use the same upon such terms and conditions as the Owner may deem appropriate. Such terms and conditions must provide, however, that the use of a parking space by another Owner shall terminate upon the sale of the unit to which the space is assigned.

3. Section 5.7 of the Declaration shall hereby be amended to read in its entirety as follows:

5.7 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and property within the Project in the proper performance of their duties. The easement granted herein is recognized to be a condition of platting the Property imposed by Boise City. Such easement shall not be dissolved or altered in any material way which would prevent its beneficial use for its intended purpose without the written consent of Boise City.

4. Section 6.8 of the Declaration shall hereby be amended to read in its entirety as follows:

6.8 Animal Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any unit or upon the Project, except that no more than one (1) dog, two (2) cats or one (1) dog and one (1) cat may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all city and county laws, rules and regulations and rules and regulations of the Association. No cat or dog may exceed thirty (30) pounds of weight. No snakes shall be allowed and only small animals and reptiles which may be kept in a cage or pen not larger than five (5) cubic feet in size. No Owner shall permit any pet to be a nuisance, as determined in the sole discretion of the Board, and which shall include, without limitation, objectionable odors, excessive barking, biting or growling, and an Owner shall immediately remove such Owner's pet's excrement from public or private property including the Common Area. These restrictions shall not apply to any service animals, including, without limitation, guide animals. Each Owner of an approved pet agrees to execute a Pet Agreement, as developed and amended from time to time by the Association, which shall include a limitation on the number of pets one Owner may have residing in that Owner's Unit. The Association expressly reserves the right to require any Owner to immediately remove any animal exhibiting signs of aggressive behavior, including, without limitation, biting, growling, and lunging toward any other Owner, guest, invitee, or licensee of an Owner. The Association further expressly reserves the right to prohibit certain breeds or types of animals, which in the Board's sole discretion, are classified as vicious or unreasonably aggressive. All animals shall be kept on a short leash no longer than 10 feet

in length. All animals shall be kept in accordance with all of the laws and regulations of Boise City, including, without limitations, all "leash laws." Without limiting the generality of the foregoing, domesticated dogs, domesticated cats and other household pets discovered in the Limited Common Area of an Owner, without that Owner's permission or direct supervision by the Owner of the pet, shall be considered a nuisance.

5. Section 6.13 of the Declaration shall hereby be amended to read as follows:

6.13 Over the Air Reception Devices. All Owners who desire to use any device or antenna to receive over the air transmissions shall be required to use one or more common antenna which may be located on the Project in the discretion of the Grantor or the Board and shall be subject to any other reasonable restrictions established by the Board. Notwithstanding the foregoing, no portion of this restriction shall apply to the extent it conflicts with any federal or state law governing such devices. Notwithstanding the foregoing, subject to the approval of the Board and in accordance with all rules of the Association, Owners shall be permitted to install small satellite dishes, not to exceed nineteen (19) inches in diameter, within the service areas located on the roofs of the Buildings, as the same may be submitted and approved and determined by the Board, for cable services using the electrical conduit system located in the Buildings, if and only if, the service provided by the common antennae is not adequate to meet the Owners' needs. Any installation of a satellite dish shall be through an installer whose name shall be submitted and approved by the Board.

6. Section 6.14 of the Declaration shall hereby be amended to read as follows:

6.14 Hazardous Activities. No activity shall be conducted on or in any unit which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property, no open fires shall be lighted or permitted on any property except at a Board approved location on common area grounds in a self-contained barbecue unit while attended at all time of use, and used for cooking purposes only in compliance with posted signage.

7. Section 6.19 of the Declaration shall hereby be amended to read as follows:

6.19 Window Treatments and Doors. All window treatments which are visible from the exterior of the Unit shall not cause the exterior of the building to be unsightly and shall be white blinds and or white curtains. All installed front entrance storm doors, or security doors or screen doors shall have a white door frame and shall be approved by the Board. All window treatments and front entrance doors shall be in compliance with and subject to Association Rules, as amended from time to time.

8. A new Section 6.24 of the Declaration shall be added to read in its entirety as follows:

6.24 Deck and Patio Screening. Deck and patio screening shall consist of one 10 foot wide white roll down screening. Screens mounted to deck and patio railings which is common area is not allowed. The Rules and Regulations of the Board provide the design and details for screening.

9. A new Section 6.25 of the Declaration shall be added to read in its entirety as follows:

6.25 Bicycles. Bicycles can be stored on outside their decks or patios. Bicycles shall not be suspended from patios nor stored underneath any stairway.

10. Section 8.1.6 of the Declaration shall hereby be amended to read in its entirety as follows:

8.1.6 Emergency Powers. The power of the Association or its agents and all police, sheriff, fire protection, ambulance and all other emergency agencies or persons to enter upon any Unit as necessary in connection with any emergent maintenance or construction for which it is responsible, or when necessitated by violation of this Declaration or Association Rules calling for immediate emergent action, or in the event of any emergency involving illness or potential danger to life or property and may take corrective action. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association, except as otherwise provided herein.

11. A new section 8.2.9 shall be added to the Declaration to read in its entirety as follows:

8.2.9 Right of Members to Create Rules and Regulations. The power to make, adopt, establish, promulgate, amend and repeal by a fifty-one percent (51%) vote of the Members for rules and/or regulations for fines or other matters as the Members deem reasonable, including, but not limited to the Common Area, parking, animals and the creation of fines for any violations for parking, animals or other matters as determined by the Members. All prior Rules and Regulations adopted by the Association prior to this effective date of this section shall be null and void. A copy of the Association Rules adopted, amended or repealed by the Members shall be mailed by first class mail or otherwise delivered to each Owner and property manager of an Owner if Owner has so notified the Board and its property management agency of the name and address of the Owner's property manager. Upon such mailing or delivery to any member/owner, the Association Rules and/or regulations shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of the Declaration or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Declaration first and if none then the Bylaws.

Any rules and regulations for imposing a fine requires the following:

(a) "Homeowner's association" shall have the same meaning as in section 45-810 (6), Idaho Code.

(b) "Board" means the entity that has the duty of governing the association that may be referred to as the board of directors, executive board or any such similar name.

(c) "Member" or "membership" means any person or entity owning or possessing an interest in residential real property or lot within the physical boundaries of an established homeowner's association.

(2) No fine may be imposed for a violation of the covenants and restrictions pursuant to the rules or regulations of the homeowner's association unless the authority to impose a fine is clearly set forth in the covenants and restrictions and:

(a) A majority vote by the board shall be required prior to imposing any fine on a member for a violation of any covenants and restrictions pursuant to the rules and regulations of the homeowner's association.

(b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the member at least thirty (30) days prior to the meeting.

(c) In the event the member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the member continues to address the violation in good faith until fully resolved.

(d) No portion of any fine may be used to increase the remuneration of any board member or agent of the board.

(e) No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney's fees.

12. Section 9.9 of the Declaration shall hereby be amended to read in its entirety as follows:

9.9 Notice and Assessment Due Date. Unless the Board establishes a different schedule for the payment of Regular Assessments, monthly installments of the Regular Assessment shall become delinquent if not paid by the fifth (5th) day of the each month. If not paid by the fifth (5th) of the month, a late fee equal to ten percent (10%) of the Assessment shall be charged to the Owner. Each Assessment other than a Regular Assessment, shall become delinquent if not paid within ten (10) days of the date of notice thereof to the Owner. With each delinquent payment, a single late charge up to ten percent (10%) of the delinquent installment shall be charged. In addition, each installment payment which is delinquent from more than thirty (30) days may accrue interest at the lesser of (i)

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twelve percent (12%) per annum or (ii) the maximum rate allowed by the law of the State of Idaho calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against any delinquent Owner and may foreclose the lien against such Owner's Condominium, as more fully provided herein. The Association expressly reserves its rights to file any liens against such Owner pursuant to city, county and/or state law for any payment not made by the fifteenth (15th) day of the month for Regular Assessment of fifteen (15) days after notice of any other Assessment.

13. Section 11.1.2 of the Declaration shall hereby be amended to read in its entirety as follows:

11.1.2 Voting. The right of the Board of Directors exists to suspend the voting rights and rights to use of or interest in Common Area by an Owner for any period during which any Assessments or charges against such Owner's Condominium.

14. Section 13.1.1 of the Declaration shall hereby be amended to read in its entirety as follows:

13.1.1. Casualty Insurance. The Association shall obtain insurance on the Building in such amounts as shall provide for full replacement thereof, including, but not limited to, those costs associated with rebuilding, including coverage for repairs for the finished Unit when built which includes the original and permanent cabinets, original and permanent stationary appliances, original and permanent installed floor coverings and interior walls (not including paint) and for the design, and required permits, legal fees and any other fees associated with the replacement of the Building, in the event of damage or destruction from the casualty against which such insurance is obtained. The Association's insurance shall be secondary to any other applicable insurance coverage. The Association's insurance shall include a \$1,000.00 deductible per claim and fire and extended coverage, vandalism and mischief, 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.

15. Section 13.3 of the Declaration shall hereby be amended to read in its entirety as follows:

13.3. Owner's Own Insurance. Notwithstanding the provisions of Section 13.1 hereof, each Owner shall obtain insurance at the Owner's own expense providing coverage upon the Owner's Condominium, personal property, upgrades, personal liability, and covering such other risks as the Owner may deem appropriate, but each policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Section. All such insurance on the Owner's Condominium shall waive the insurance Company's right of subrogation against the Association, the other Owners, and the

servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

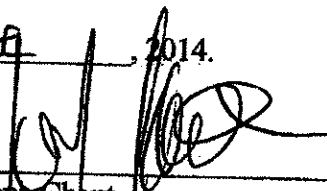
15. Section 16.1.2 of the Declaration shall hereby be amended to read in its entirety as follows:

16.1.2. By Members. Except as provided in Section 16.1.1, after the recordation of the first deed to a Condominium, any Amendment to this Declaration, other than herein provided in this Section 16.1, shall be an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such Amendment has been approved by the vote or written consent of Members representing fifty-one percent (51%) or more of the total votes which may be cast by all of the Members, except where a greater percentage is required by express provision in this Declaration, and such Amendment shall be effective upon its recordation with the Ada County Recorder. Any Amendment to this Section 16.1 shall require the vote or written consent of Owners holding fifty-one percent (51%) of the total votes which may be cast by all of the Members.

16. Section 16.4 of the Declaration shall hereby be amended to read in its entirety as follows:

16.4. Registration of Mailing Address. Each Owner shall register such Owner's and any Owner's Property Manager's name and mailing addresses with the Board and the management agency of the Association and all notices or demands intended to be served upon any Owner and Property Manager shall be sent by either first class mail or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address of the Owner and Owner's Property Manager. If an Owner fails to provide the Board and the management agency for the Board with a valid address, all notices shall be sent to that Owner's address on record with the Ada County Assessor. All notices or demands intended to be served on Mortgagees pursuant hereto shall be sent by either first class mail or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Board and management agency of the Board in writing. Unless the Mortgagee furnishes the Board and management agency of the Board such address, the Mortgagee shall not be entitled to receive any of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

DATED this 25th day of JUNE, 2014.



Joseph Chant
Director - President

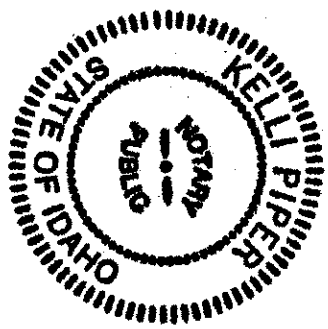
Josette Monroe
Josette Monroe
Secretary

STATE OF IDAHO)
) ss:
County of Ada)

On this 15th day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Chant and Josette Monroe, known or identified to me to be the Director-President and Secretary of Goose Creek Condominium Owners' Association, Inc., an Idaho Non-Profit Corporation, certifying and attesting that such Second Amendment has been approved by the vote or written consent of fifty-one percent (51%) or more of the total votes which may be cast by all members and they executed the within and foregoing instrument, and acknowledged to me that such corporation 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)



Kelli Piper
Notary Public for State of Idaho
Residing at Boise
My Commission Expires: 9/13/16

RECEIVED

JUL 15 2014 FILED EFFECTIVE



ARTICLES OF AMENDMENT (Non-profit)

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned
non-profit corporation amends its articles of incorporation as
follows:

2014 JUL -9 AM 8:56

SECRETARY OF STATE
STATE OF IDAHO

- 1. The name of the corporation is:
Goose Creek Condominium Owners' Association, Inc.

If the corporation has been administratively dissolved and the corporate name is no longer available for use, the amendment(s) below must include a change of corporate name.

- 2. The text of each amendment is as follows:

See Attached

- 3. The date of adoption of the amendment(s) was: June 25, 2014 (vote April 23, 2014)

- 4. Manner of adoption (check one):

- Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)
 - a. The number of directors entitled to vote was: _____
 - b. The number of directors that voted for each amendment was: _____
 - c. The number of directors that voted against each amendment was: _____

- The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members. (Please fill spaces below)

- a. The number of members entitled to vote was: 42
- b. The number of members that voted for each amendment was: 20
- c. The number of members that voted against each amendment was: 0

Dated: June 25, 2014
 Signature: _____
 Typed Name: Joseph Chant
 Capacity: Director-President

Customer Acct #: C 168748

(if using pre-paid account)

Secretary of State use only

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Revised 10/2003

IDAHO SECRETARY OF STATE

07/09/2014 05:00

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Web Form

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