

SECOND AMENDMENT TO THE CONDOMINIUM DECLARATION FOR THE ELKHORN SPRINGS RESIDENTIAL CONDOMINIUMS

This Second Amendment to the Condominium Declaration for the Elkhorn Springs Residential Condominiums ("Second Amendment") is made this 11 day of August, 2015.

RECITALS

A. The Condominium Declaration for the Elkhorn Springs Residential Condominiums ("Original Residential Condominium Declaration") was recorded on June 2, 2006, as Instrument No. 536011, records of the County Recorder, Blaine County, State of Idaho.

B. The Original Residential Condominium Declaration was amended by the First Amendment to the Condominium Declaration for the Elkhorn Springs Residential Condominiums ("First Amendment") recorded on March 21, 2011, as Instrument No. 586044, records of the County Recorder, Blaine County, State of Idaho. The Original Residential Condominium Declaration and the First Amendment are referred to as the "Residential Condominium Declaration."

C. Section 3.10 of the Residential Condominium Declaration provides that dogs or cats shall be limited to one in number per condominium unit.

D. The Elkhorn Springs Residential Condominium Association, Inc. ("Association") desires to allow a total of two dogs or cats per condominium unit.

E. Section 16.1 of the Residential Condominium Declaration authorizes an amendment to the Residential Condominium Declaration by the vote or written consent of the members holding at least seventy five percent (75%) of the voting rights of the Association.

F. Pursuant to Article 16 of the Residential Condominium Declaration, more than seventy five percent of the members of the Association desire to amend Section 3.10 of the Residential Condominium Declaration as set forth herein.

NOW, THEREFORE, THE ELKHORN SPRINGS RESIDENTIAL CONDOMINIUM ASSOCIATION, INC. AND ITS MEMBERS HEREBY AGREE, AS FOLLOWS:

1. Amendment. Section 3.10 of the Residential Condominium Declaration is amended by the deletion of the stricken language and the addition of the underlined language, as follows:

3.10 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any Unit or elsewhere within the Development except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any Unit, provided they are not kept, bred or raised for commercial purposes. The Board can prohibit maintenance of any animal

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Instrument # 628963

HAILEY, BLAINE, IDAHO

8-24-2015 11:14:05 AM No. of Pages: 4

Recorded for : ELKHORN SPRINGS RESIDENTIAL

JOLYNN DRAGE Fee: 19.00

Ex-Officio Recorder Deputy

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that constitutes a nuisance to any other Owner in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet upon the Development shall be absolutely liable to other owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the Development by such person or by members of his family, guests or invitees. Dogs or cats shall be limited to a total of two (2) ~~one (1)~~ in number per residential Unit. The Board shall establish rules, from time to time, regarding pets. Owners not complying with established pet rules are subject to fines as may be established by the Board, and upon request by the Board, shall immediately remove a pet from the Development.

2. Remaining Provisions. Except as specifically amended herein, each and every remaining term of the Residential Condominium Declaration and exhibits attached thereto shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, this Second Amendment to the Residential Condominium Declaration has been executed this 11 day of AUGUST, 2015.

ELKHORN SPRINGS RESIDENTIAL CONDOMINIUM
ASSOCIATION, INC.

By Barbara W. Druehl
_____, its President

By Marlene Reynolds
_____, its Secretary

The undersigned President and Secretary of the Elkhorn Springs Residential Condominium Association, Inc. hereby certify that the Amendments as set forth above have been approved by the vote or written consent of the Members holding not less than seventy five percent (75%) of the voting rights of the Elkhorn Springs Residential Condominium Association, Inc. pursuant to the terms and conditions of the Condominium Declaration of the Elkhorn Springs Residential Condominiums.

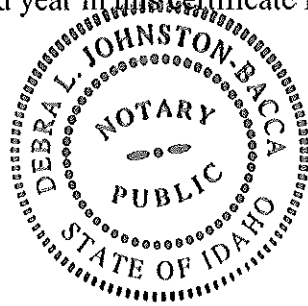
By Brian W. Bassell
_____, its President

By Marlene Russell
_____, its Secretary

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11 day of August, 2015, before me, a Notary Public in and for said State, personally appeared Marline Kennels, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

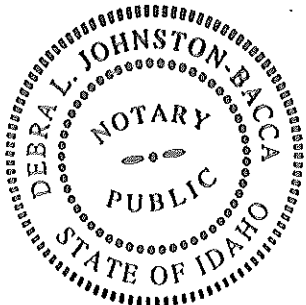


Debra L. Johnston-Bacca
Notary Public for Idaho
Residing at: Ketchum, Idaho
My commission expires: 8/16/16

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11 day of August, 2015, before me, a Notary Public in and for said State, personally appeared Barbara Boswell, known or identified to me to be the acting secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.



Debra L. Johnston-Bacca
Notary Public for Idaho
Residing at: Ketchum, Idaho
My commission expires: 8/16/16