

Mountain Park Condo Assoc.
ADA COUNTY RECORDER
J. DAVID NAVARRO
EDISE, IDAHO
RECORDED - REQUEST OF
FEE 9- DEPUTY [Signature]
CERTIFICATE OF AMENDMENT
1999 SP - 9 PH 3: 03
TO
99090276

**CONDOMINIUM DECLARATION
AND
CONVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
MOUNTAIN PARK CONDOMINIUM OWNERS ASSOCIATION, INC.**

This Certificate of Amendment to the Condominium Declaration and Covenants, Conditions, Restrictions and Reservations for Mountain Park Condominium Condominiums is made this 9th day of Sept., 1999, by Mountain Park Condominium Owners Association, (the "Association"), for its members, their successors, and assigns.

RECITALS:

The purpose of this instrument is to set forth certain amendments to the CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR MOUNTAIN PARK CONDOMINIUMS (the "Declaration") recorded February 7, 1980, by GIVENS CONSTRUCTION, INC., ("Declarant") as Instrument No. 8006695, official records of Ada County, Idaho, as amended by the ANNEXATION TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR MOUNTAIN PARK CONDOMINIUMS NO. 2 recorded November 17, 1982, by Declarant, as Instrument No. 8247758, official records of Ada County, Idaho; the MOUNTAIN PARK CONDOMINIUMS NO. 2 SUPPLEMENT TO CONDOMINIUM DECLARATION AND COVENANTS CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR MOUNTAIN PARK CONDOMINIUMS recorded November 17, 1986, by Declarant, as Instrument No. 8669414, official records of Ada County, Idaho; and the CERTIFICATE OF AMENDEMENT TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR MOUNTAIN PARK CONDOMINIUMS recorded April 3, 1987, by Declarant and Mountain Park Condominium Owners Association, as Instrument No. 8719700, official records of Ada County, Idaho.

The Association, by the requisite consent of Unit Owners, has duly adopted the within contained Amendments to Declaration, and all first Mortgagees of units in the Project and Declarant have approved same in accordance with Article 28, AMENDMENTS OF DECLARATION OR SURVEY MAP AND PLANS, Sections 28.1 and 28.2, of the Declaration.

NOW, THEREFORE, upon recordation of this Certificate of Amendment, the Condominium Declaration and Covenants, Conditions, Restrictions, and Reservations for Mountain Park Condominiums, and Mountain Park Condominiums No. 2 as annexed thereto, shall be amended as follows:

**Amendment
September 1999**

Article 11, Section 11.1, entitled "Residential Uses" is amended to read as follows:

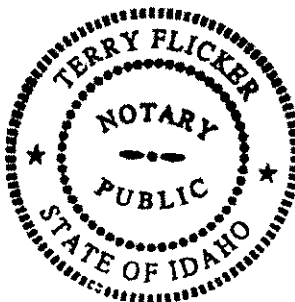
Section 11.1 Residential Use. The buildings and units are intended for and restricted to use as a single family residences on an ownership basis only, and for social, recreational or other reasonable activities normally incident to such use, and for the purposes of operating the Association and managing the project if required. With the exception of the provisions of Section 29.7 of this Declaration, each unit shall be occupied only by the owner of that unit and/or his/her immediate family and no owner of any unit or his/her agents or assigns shall be permitted to lease or otherwise rent that unit. The above requirement of owner occupancy and prohibition against leasing or otherwise renting a unit shall become effective within sixty (60) days of the recording of an amendment creating such a requirement and prohibition with the office of the Ada County, Idaho Recorder. Such owner-occupancy requirement shall not apply to any owner of a unit who owns that unit at the time of such recording. However, as a unit existing at the time of such recording is sold or otherwise transferred, that unit shall be restricted to use by the new owner of the unit as a single family residence on an ownership basis only in accordance with the terms of this Section.

Article 11, Section 11.2, entitled "Leases" is amended to read as follows:

Section 11.2 Leases. With the exception of a mortgagee in possession of a unit following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure and as provided in Section 11.1, no unit owner or other person shall be permitted to lease or otherwise rent a unit for a term less than thirty (30) days. No lease or rental of a unit may be of less than the entire unit. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of this Declaration and the Bylaws and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules and regulations shall be a default under the lease or rental agreement and that the unit owner grants to the Board and/or managing agent the authority to evict the tenant on the unit owner's behalf for such default upon only such notice as is required by law; if any lease does not contain the foregoing provision, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the unit owner and the tenant by reason of their being state in this Declaration. Neither the Board nor the managing agent shall be liable to the unit owner or the tenant for any eviction under this section that is made in good faith. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Board before the tenancy commences.

EXCEPT AS EXPRESSLY AMENDED HEREBY, THE BALANCE OF THE ABOVE-REFERENCED CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR MOUNTAIN PARK CONDOMINIUMS SHALL REMAIN EXACTLY AS STATED WITHOUT AMENDMENT OR ALTERATION.

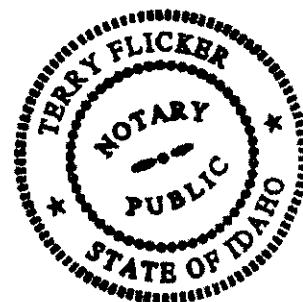
IN WITNESS WHEREOF, the undersigned have executed the within amendment to the Declaration and Covenants, Conditions, Restrictions, and Reservations on the day and year first above written.



MOUNTAIN PARK CONDOMINIUM OWNERS ASSOCIATION

By: Rod Frost
Rod Frost, President

By: Holly N. Horn
Holly N. Horn, Secretary



STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of September, 1999, before me, a notary public for said state, personally appeared ROD FROST, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the within 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 seal the day and year first above written.

Terry Flicker
Notary Public for Idaho
Residing at: Boise Id
My Commission Expires: 2-14-2000

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of September, 1999, before me, a notary public for said state, personally appeared HOLLY N. HORN, known or identified to me to be the Secretary of the corporation that executed the within instrument or the person who executed the within 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 seal the day and year first above written.

Terry Flicker
Notary Public for Idaho
Residing at: Boise Id
My Commission Expires: 2-14-2000