

**Recording Requested By and
When Recorded Return to:**

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**SECOND AMENDMENT TO COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR CENTRAL PARK CONDOMINIUM TOWNHOMES**

**The following provisions shall be added to and supplement the DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CENTRAL PARK
CONDOMINIUM TOWNHOMES, as recorded in Blaine County ("Declaration") as
follows:**

1. Article 10, INSURANCE is modified as follows:

a. Section 10.1 a):

i. Section 10.1 a) is modified by:

- 1. having the words "to the same standards as the original construction" inserted after the phrase "full replacement cost."**
- 2. And STRIKING the words "excluding damage to the interior and contents of the Units."**

ii. Item i is summarized as follows:

a) ~~Casualty Insurance~~. The Association shall obtain and keep in full force and effect insurance for fire and extended coverage insurance at full replacement cost ~~covering all buildings in the Development, excluding damage to the interior and contents of Units.~~ ^{to the same standards as original construction} The amount and form of such insurance shall be determined by the Association in the exercise of prudent business judgment. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Association, 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.

b. Section 10.2 b) shall be STRICKEN in its entirety.

c. Section 10.5:

- i. In Section 10.5 the word "releases" in the first sentence is changed to "release."
- ii. In Section 10.5 the words "and their respective agents, employees, contractors and invitees" in the first sentence are STRICKEN.
- iii. In Section 10.5 the words "and their respective agents, employees, contractors and invitees" in the next sentence are STRICKEN.

iv. Items i-iii are summarized as follows:

10.5 Release: Subrogation Rights. Notwithstanding anything to the contrary contained in this Declaration, the Association and each Owner hereby releases each other and their respective agents, employees, contractors and invitees from any and all claims and demands of whatever nature for damage, loss or injury to the Development (including, without limitation, any buildings and other property therein, and whether or not such property may be within the interior of any Unit) that are caused by or result from risks or perils which would be covered by casualty insurance policies then reasonably capable of being obtained. The Association and each of the Owners shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the Association and each of the Owners and their respective agents, employees, contractors and invitees in connection with any damage covered by such policy. If the insurance which can be obtained by an owner in the normal practice of obtaining insurance coverage for a Condominium will only include a waiver of the right of subrogation upon payment of an additional premium, then the Owner shall not have an obligation to obtain the waiver of the insurer's rights of subrogation with respect to such policy. However, if the insurance which is to be obtained by the Association will only include a waiver of the right of subrogation upon payment of an additional premium, then the Association shall be obligated to obtain the waiver of the insurer's rights of subrogation in such policy unless at least 51% of the Owners consent and agree in writing to waive the Association's obligation to obtain the waiver of the insurer's rights of subrogation.

d. Section 10.6:

- i. In Section 10.6 the words "above and beyond original construction standards" are added after the word "Unit" in the third line.
- ii. Items i-ii are summarized as follows:

10.6 Owner's Responsibility. Notwithstanding the provisions of Section 10.1 and 10.2 hereof, each Owner shall obtain insurance at his own expense providing coverage for the interior of his Unit, his personal property, for his personal liability and covering such other risks as he may deem appropriate, but each such 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 Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, 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 the rights of subrogation.

above and beyond original construction standards

2. **Survival of Remaining Terms of Declaration.** Except as amended herein, the Declaration and all of its terms and provisions remain in full force and effect.


3. **Conflict.** In the event of any conflict among this Amendment, the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, this Amendment shall prevail. To the extent not modified by this Amendment, all of the provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations are hereby ratified.
4. **Effective Date.** This Amendment shall be effective as of the date of recording in Blaine County, Idaho.

Authority. This Amendment was authorized by a majority vote of in excess of fifty-one per cent (51%) of the Owners of the Central Park Condominium Townhomes Association, Inc. via a ballot by mail in or around April, 2011

SECRETARY'S CERTIFICATE

I, Jonathan Lunefeld, Secretary of the Central Park Condominium Townhomes Association, Inc. received and tallied the votes of Owners via ballot by mail. A total of 18 Owners, representing in excess of fifty-one per cent (51%) of Unit Owners voted to amend the Declaration as set forth above. The Amendment was duly adopted.

Central Park Condominium Townhomes Association, Inc.

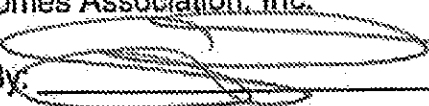
By:  (sign)

JONATHAN LUNEFELD (print)

Its: Secretary

IN WITNESS WHEREOF, the undersigned has executed the foregoing document effective as of the date first above written, and certifies that the amendment was duly adopted.

Central Park Condominium Townhomes Association, Inc.

By:  (sign)

SARA (SANDY) BENSTEAD (print)

Its: President

STATE OF IDAHO-^{WASHINGTON}
County of Blaine ^{KING}) ss.

On this 19 day of APRIL, 2011, before me, VELDA RAE GILMAN, a Notary Public in and for said state, personally appeared SARA (Sally) EUSTIS, known or identified to me to be the President of the Corporation that executed this document on behalf of said entity, and acknowledged to me that said entity executed the same and did subscribe and swear to the same before me and in my presence.

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



Velda Rae Gilman
Notary Public for Idaho
Residing at LENT, WA, Idaho
My commission expires JUNE 30, 2011

ACKNOWLEDGMENT

STATE OF: WASHINGTON)
COUNTY OF: KING) ss.

On this 19 day of APRIL, 20 11, before me, VELDA RAE GILHAM, a Notary Public in and for said state, personally appeared SARA (Sally) EUSTIS, to me known to be the PRESIDENT of the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Velda Rae Gilham
Notary Public in and for the State of Washington,
Residing at 23719 101st Pl SE, Kent, WA