

WHEN RECORDED RETURN TO:

Jeremy C. Chou
Givens Pursley LLP
601 West Bannock Street
Boise, ID 83702
(208)388-1200

**AMENDMENT TO SECOND AND RESTATED PHASE 4 SUPPLEMENT
TO THE DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVER RUN**

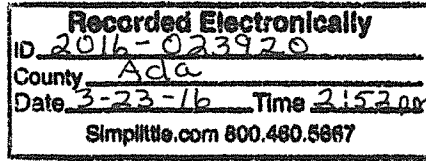
This Amendment to Second and Restated Phase 4 Supplement to the Declarations of Covenants, Conditions and Restrictions for River Run, recorded as Instrument No. 107104358 on July 23, 2007, records of Ada County, Idaho, ("Amendment to Phase 4 Supplement") is effective this 17th day of March, 2016, by RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., an Idaho nonprofit corporation ("Association").

PROHIBITION ON SHORT-TERM RENTALS

Each Lot may be rented or leased by an Owner to a third-party for single-family residential purposes only in strict accordance with the following: (a) a written document shall be executed between the Owner and the third-party occupying the Lot, a copy of which shall be provided and approved by the Association; (b) any lease with the duration or term of six (6) months or less shall be prohibited; (c) no lease or agreement shall allow for subleasing; and (d) the Owner of the Lot upon which rental activity is being conducted shall provide the status of the rental activity to the Association upon request. Any lease that does not conform to the foregoing requirements is subject to being rendered null and void at the written election of the Association.

Any Owner who violates the provisions of this Amendment to Phase 4 Supplement will cause the Association to suffer significant administrative expenses and other damages that would be burdensome and expensive to litigate the actual amount of such expenses and damages. To avoid burdensome and expensive litigation over such expenses and damages, any Owner who violates this Amendment to Phase 4 Supplement shall pay the Association liquidated damages in the amount of \$100.00 per day for each day of violation, or such other amount as may be set by the Association from time-to-time. The liquidated damages set for above are a good faith attempt to identify and quantify the Association's actual damages. The liquidated damages set forth above are not intended to constitute, and shall not constitute, a fine, fee or penalty. The foregoing liquidated damages shall be in addition to, and not in-lieu-of, the Association's right to take other enforcement action, including injunctive relief.

To discourage violations of this Amendment to Phase 4 Supplement, the Association shall have the authority to set and impose fines on any Owner who authorizes or permits any Lot rented in violation of this Amendment to Phase 4 Supplement and on any Owner who authorizes or permits any Lot to be advertised for rent in violation of this Amendment to Phase 4 Supplement. Such fines shall be in addition to, and not in-lieu-of, liquidated damages. Such fines shall not exceed \$100 per day for any advertising violation.



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CERTIFICATION. The undersigned President and Secretary/Treasurer of River Run Phase 4 Local Association, Inc., hereby certify that this "Amendment to Second and Restated Phase 4 Supplement to the Declarations of Covenants, Conditions and Restrictions for River Run" has been approved by the vote of Owners owning at least fifty-one percent (51%) of the Building Lots located on the Island.

IN WITNESS WHEREOF, executed effective the day and year first above written.

River Run Phase 4 Location Association, Inc.
An Idaho nonprofit corporation

BY: Wendeline Shoemaker
Wendeline Shoemaker, President

BY: CT Jewell
CT Jewell, Secretary/Treasurer

STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of March, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Wendeline Shoemaker, known or identified to me to be the President of RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., the Idaho nonprofit corporation that 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.



Mel Trout


Notary Public
Residing in: Boise, Idaho
My Commission Expires: 2/20/2019

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of March, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared CT Jewell, known or identified to me to be the Secretary/Treasurer of RIVER RUN PHASE 4 LOCAL ASSOCIATION, INC., the Idaho nonprofit corporation that 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.





Notary Public
Residing in: Boise, Idaho
My Commission Expires: 2/20/2019