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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

1. Declarant, Becker-West Inc., an Idaho corporation, on the 25th day of October 1993, recorded as Instrument No. 93017837 in Bannock County, Idaho, the Declaration of Covenants, Conditions and Restrictions ("Declaration") covering the following described real properties:

A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, a portion of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho as instrument No. 601055, described as follows:

Commencing at the southwest corner of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho as instrument No. 601055; thence

North 00°13'49" East along the west boundary of The Country Place, Townhouse P.U.D. for a distance of 125.25 feet to the northwest corner of the land described in Exhibit 4 to instrument No. 91016022, the TRUE POINT OF BEGINNING; thence

Following the north boundary of the land described in Exhibit 4 to instrument No. 91016022 for next three (3) courses:

1. North 84°14'29" East for a distance of 57.04 feet to the southwest corner of Building B of said The Country Place, Townhouse P.U.D.; thence

Continuing North 84°14'29" East along the south line of said Building B for a distance of 136.00 feet; thence

3. North 89°49'24" East for a distance of 14.69 feet to an angle point in the north boundary of the said land, described in Exhibit 4 to instrument No. 91016022; thence

North 01°08'09" East between buildings B and E, for a distance of 90.70 feet; thence

South 84°14'50" West between buildings B and C, for a distance of 205.64 feet to an intersection with the

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said west boundary of The Country Place, Townhouse P.U.D.; thence

South 00°13'49" West for a distance of 89.49 feet to the point of beginning.

2. That Declarant as of the date of this Instrument is the owner in fee of the foregoing real property and desires to modify and amend certain provisions of the Declaration.

3. That Section 2 of Article VII of the Declaration which presently reads as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the Properties, for the improvement and maintenance of the Common Area, and if required, of the exterior of the Townhouses.

is hereby modified and amended to read:

"Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the Properties, for the improvement and maintenance of the Common Area, and the exterior and roofs of the Townhouses."

4. That Section 3 of Article VII of the Declaration which presently reads as follows:

Section 3. Association Assessments. The Board shall levy assessments against members of the Association according to the following procedure:

a. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, annual assessments shall be made by the Board. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period and written Notice of the Annual Assessment shall be sent to every member.

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The regular assessments against all Lots shall be based upon advance estimates of cash requirements as determined by the Board growing out of or connected with the maintenance and operation of the Common Areas and other common services provided all members.

The estimates may include, and the Association may assess for, among other things, expenses of management, taxes and the special assessments of local governmental entities, premiums for all insurance upon property owned by the Association, landscaping and care of grounds, common lighting and heating, water charges, trash collection charges, sewer charges, repairs and maintenance of Association property, including streets, sidewalks, fences, buildings, open areas, wages for Association employees, legal and accounting fees, any deficits remaining from previous periods, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Members.

The maximum annual assessment may be increased each year by the Board of not more than 5 percent above the maximum assessment for the previous year without a majority vote of each class of Members.

is hereby modified and amended to read:

"Section 3. Association Assessments. The Board shall levy assessments against members of the Association according to the following procedure:

a. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, annual assessments shall be made by the Board. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period and written Notice of the Annual Assessment shall be sent to every member.

The regular assessments against all Lots shall be based upon advance estimates of cash requirements as determined by the Board growing out of or connected with the maintenance and operation of the Common Areas and other common services provided all members and the maintenance of the exteriors of the Townhouses including replacement of the Townhouse roofs.

The estimates may include, and the Association may assess for, among other things, expenses of management,

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taxes and the special assessments of local governmental entities, premiums for all insurance upon property owned by the Association, landscaping and care of grounds, common lighting and heating, water charges, trash collection charges, sewer charges, repairs and maintenance of Association property (including streets, sidewalks, fences, buildings, open areas), maintenance of the Townhouse exteriors, replacement of Townhouse roofs, wages for Association employees, legal and accounting fees, any deficits remaining from previous periods, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Members.

The maximum annual assessment may be increased each year by the Board of not more than 5 percent above the maximum assessment for the previous year without a majority vote of each class of Members."

5. That except as expressly modified and amended herein, the Declaration as recorded on October 25, 1993, as Instrument No. 93017837, records of Bannock County, Idaho, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant herein, has executed this instrument this 8 day of February, 1994.

Declarant:

BECKER-WEST, INC.

BY Joseph D. Becker
President

(30)

94002459

STATE OF IDAHO)
) : ss.
County of Bannock)

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On this 8th day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph D. Becker, known or identified to me to be the President of BECKER-WEST, INC., the corporation that executed the 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 SEAL

(SEAL)

Carolyn R. Nettleton
NOTARY PUBLIC FOR IDAHO
Residing at Scottsdale
My Commission Expires: 11-8-99

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Jones Chartered
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OFFICIAL REC. 507
BANNOCK
LARRY W. GRAY, REC. CLERK
FEE 15.00 DEPUTY ps ck

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SUPPLEMENTAL DECLARATION
OF
COVENANT, CONDITIONS AND RESTRICTIONS
FOR
THE COUNTRY PLACE, TOWNHOUSE P.U.D., PHASE 2

20115878

This supplemental declaration made by Carson
West and Joan T. West, husband and wife; DYANNE LABAUGH an unmarried person; Steve
Kenison and LeeAnn Kenison, husband and wife; John S. Doyle and Kelly A. Doyle, husband
and wife; Darcy L. Burns, an unmarried person; Vicky Kutzman, an unmarried person; Curt
Selders and Annette Selders, husband and wife; and Shawn D. Traini and Karen A. Traini,
husband and wife, hereinafter collectively referred to as "Declarants".

WITNESSETH

1. The Declarants, except for Becker-West, Inc., are the owners of all eight (8) residential lots in Block E of the Country Place Townhouse P.U.D. recorded as Instrument No. 601055 in the official records of Bannock County, Idaho. ("Block E", hereinafter.)
2. Becker-West, Inc., is the owner of all of the common area in Block E.
3. Each of the Declarants, except Becker-West, Inc., acquired their respective properties with the understanding that all the Lots and all the Common Area in Block E were protected by and subject to the Declaration of Covenants, Conditions, and Restrictions recorded on October 25, 1993, as Instrument No. 93017837, in the official records of Bannock County, Idaho, ("Master Declaration", hereinafter.), and the later amendment thereto recorded on February 9, 1994, as Instrument No. 94002459 in the official records of Bannock County, Idaho, ("Amendment", hereinafter).

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
COUNTRY PLACE, TOWNHOUSE P.U.D., PHASE 2 -1-

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4. By inadvertence, the necessary Supplemental Declaration to include Block E under the Master Declaration and the Amendment was never recorded as required by law and the Master Declaration.

NOW THEREFORE, the Declarants hereby state and declare as follows:

- I. Recitals. The foregoing recitals are by reference incorporated herein.
- II. Real Property Affected. That all of the following described real property shall be

subject to the covenants, conditions, and restrictions contained in the Master Declaration and the Amendment to wit:

A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, a portion of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, as Instrument No. 601055, described as follows:

Commencing at the southwest corner of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, as Instrument No. 601055; thence

North 00° 13' 49" East along the west boundary of The Country Place, Townhouse P.U.D. for a distance of 125.25 feet to the northwest corner of the land described in Instrument No. 91016022; thence

Following the north boundary of the land described in to Instrument No. 91016022 for the next three (3) courses:

1. North 84° 14' 29" East for a distance of 57.04 feet to the southwest corner of Building B of said Country Place P.U.D.; thence
2. Continuing North 84° 14' 29" East along the south line of said Building B for a distance of 136.00; thence
3. North 89° 49' 24" East for a distance of 14.69 feet to an angle point in the north boundary of the said land, described in Instrument No. 91016022, the TRUE POINT OF BEGINNING; thence

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North 01° 08' 09" West between Buildings B and E, for a distance of 90.70 feet; thence

South 89° 32' 35" East between Buildings E and F, for a distance of 217.48 feet; thence

South 00° 00' 44" East between Buildings E and H, for a distance of 88.28 feet to the northeast corner of the land described in Instrument No. 91016022; thence

South 89° 49' 24" West along the north boundary of the land described in Instrument No. 91016022 for a distance of 215.70 feet to the point of beginning.

Comprising 0.42 acres, more or less.

III. Number of Lots in Expansion Phase 2. There are eight (8) lots in Phase 2 upon which Townhouses have been constructed.

IV. Common Area in Expansion Phase 2. The common area included in Phase 2 which shall be conveyed by Declarant Becker-West, Inc., to the Country Place Too Homeowners Association, Inc., is particularly described as follows:

A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, a portion of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, as Instrument No. 601055, described as follows:

Commencing at the southwest corner of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, as Instrument No. 601055; thence

North 00° 13' 49" East along the west boundary of The Country Place, Townhouse P.U.D. for a distance of 125.25 feet to the northwest corner of the land described in Instrument No. 91016022; thence

Following the north boundary of the land described in to Instrument No. 91016022 for the next three (3) courses:

1. North 84° 14' 29" East for a distance of 57.04 feet to the southwest corner of Building B of said Country

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Place P.U.D.; thence

- 2. Continuing North 84° 14' 29" East along the south line of said Building B for a distance of 136.00; thence
- 3. North 89° 49' 24" East for a distance of 14.69 feet to an angle point in the north boundary of the said land, described in Instrument No. 91016022, the TRUE POINT OF BEGINNING; thence

North 01° 08' 09" West between Buildings B and E, for a distance of 90.70 feet; thence

South 89° 32' 35" East between Buildings E and F, for a distance of 217.48 feet; thence

South 00° 00' 44" East between Buildings E and H, for a distance of 88.28 feet to the northeast corner of the land described in Instrument No. 91016022; thence

South 89° 49' 24" West along the north boundary of the land described in Instrument No. 91016022 for a distance of 215.70 feet to the point of beginning.

Comprising 0.42 acres, more or less.

Excepting:

A tract of land in the southeast quarter of the southeast quarter of Section 35, Township 6 South, Range 34 East, Boise Meridian, the area identified as BUILDING E (Units 37 through 44) of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho as Instrument No. 601055, described as follows:

Commencing at the southwest corner of The Country Place, Townhouse P.U.D. recorded in the records of Bannock County, Idaho, as Instrument No. 601055; thence

North 00° 13' 49" East along the west boundary of The Country Place, Townhouse P.U.D. for a distance of 125.25 feet; thence

North 84° 14' 29" East for a distance of 57.04 feet to the southwest corner of Building B of said Country Place Townhouse P.U.D.; thence

Continuing North 84° 14' 29" East along the south side of Building B for a distance of 136.00; thence

North 88° 59' 30" East for a distance of 29.38 feet to the southwest corner of Building E of the said Country Place Townhouse P.U.D., the TRUE POINT OF BEGINNING; thence

Following the outside edges of Building E for the next eight (8) courses:

East for a distance of 136.00 feet; thence
North for a distance of 64.00 feet; thence
West for a distance of 34.00 feet; thence
North for a distance of 2.00 feet; thence
West for a distance of 68.00 feet; thence
South for a distance of 2.00 feet; thence
West for a distance of 34.00 feet; thence
South for a distance of 64.00 feet to the point of the beginning.

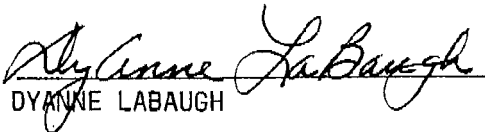
V. Instrument Execution. The signatures to this agreement may be executed and notarized on separate pages and, when attached to this agreement, shall constitute one complete document.

VI. Effective Date. This Supplemental Declaration which is prepared in accordance with Article I, Section 12 of the Master Declaration shall take effect upon its being recorded in the official record of Bannock County, Idaho.

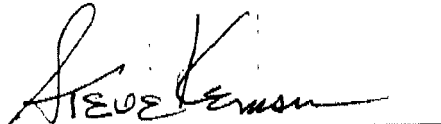
DECLARANTS

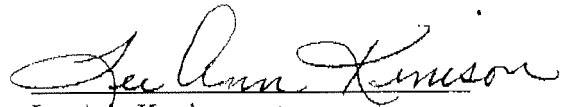
Carson West

Joan T. West


DYANNE LABAUGH

By


Steve Kenison


LeeAnn Kenison