

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR**

WESTFIELD ESTATES

This First Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Easements ("First Amendment") is made by Rio Vista Land, LLC, an Idaho limited liability company ("Rio Vista"). This First Amendment shall be effective as of the date recorded with the Bannock County Recorder's Office.

Rio Vista is the Declarant under the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Westfield Estates - Division 1 recorded March 3, 2020, as Instrument No. 22003587 ("Covenants"). The Covenants govern Westfield Estates - Division 1 as shown on the official plat thereof recorded March 30, 2020, as Instrument no. 22005210 in the real property records of Bannock County, Idaho, and all Additional Property annexed into the subdivision pursuant to Article 10 of the Covenants. Declarant desires to amend the Covenants. Section 13.1 of the Covenants entitles the Declarant to amend the Covenants during the Period of Declarant Control. The Period of Declarant Control remains in effect pursuant to Section 2.20 of the Covenants. Therefore, Declarant declares that the Covenants are hereby amended as follows:

1. Section 2.3 of the Covenants is deleted in its entirety and replaced with the following:

2.3 Architectural Control Committee (ACC). The committee having architectural control powers as further described herein.

2. Section 7.9 of the Covenants is deleted in its entirety and replaced with the following:

7.9 RVs, Trailers, Vehicles, Machinery, and Equipment. Personal use RVs, trailers, and vehicles in operating condition may be stored behind the Residence or parked on the side of the garage on a concrete, asphalt, or gravel "RV pad" so long as it does not create an eyesore to the owners of adjoining lots or passersby as determined by the Board in its sole discretion. No additional machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence or appurtenant structures, as the Board may determine in its sole discretion. Any such permitted machinery or equipment must be stored inside a garage, shop, or accessory building when not in use or may be stored behind a Residence so long as any view of such machinery or equipment is blocked by a fence that conforms with the provisions of Section 9.04(b) and the Board approves any such storage. No inoperable or non-working vehicles, motorcycles, ATVs, UTVs, RVs, trailers, etc. are permitted unless enclosed inside a garage, shop, or accessory building with doors shut (except for ingress and egress). No junk yards, unsightliness, blight, or nuisance.

3. Section 7.13 of the Covenants is deleted in its entirety and replaced with the following paragraph:

7.13 Parking. Vehicles shall not be parked in front of driveways or walkways or at any other location within the Project which would impair vehicular or pedestrian travel or snow removal. Within Lots, there shall be no parking on dirt, landscaping, or surfaces not approved by the ACC. No long-term parking (longer than 1 week) is permitted along the sides of any roadways, in driveways, or along the front face of any Residence. Parking restrictions contained herein apply to all vehicles, RVs, boats, trailers, or the like. Any vehicles parked in violation of the restrictions contained herein may be towed by the Association at the expense of the vehicle's owner.

4. Section 8.8 of the Covenants is deleted in its entirety and replaced with the following paragraph:

8.8 Garages and Setbacks. Each Residence will be required to have a minimum of a two-car garage with an interior width of not less than 24 feet. Garages must be located on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC. Residences that are less than 2,000 finished square feet above grade are required to have a side load garage set back at least 30 feet from the side Lot line and 30 feet from the curb. Front load garages must be set back at least 25 feet behind the sidewalk, and shall not protrude more than 10 feet from other front faces of the Residence. Front load garages on ranch style homes may not exceed 40 percent of the front face of the Residence. On Lots that are four tenths of an acre or larger, garages must be set back at least 15 feet from the side Lot line adjacent to the garage, and Residences must be set back at least 10 feet from the side Lot line opposite the garage.

5. Section 8.10(c) of the Covenants is deleted in its entirety and replaced with the following paragraph:

(c) Split Entry: 1500 square feet on the main upper level that is above grade.

6. Section 8.11 of the Covenants is deleted in its entirety and replaced with the following paragraph:

8.11 Exteriors. All roofs must have a 6/12 pitch or steeper. Vinyl siding is not allowed in the Project. Metal continuous siding, stone, brick, stucco (with approved methods and contractors), and LP/Hardy pre-painted/paintable composite siding will be allowed on all exteriors for all structures. The ACC may require wainscoting or other architectural elements and finishes to enhance the appearance of the Residence or improvement from streets within the Project. Vinyl and similar materials may be used for gable or dormer accents above the roof line, such as decorative shakes, scallops, etc., upon ACC approval.

7. Section 8.13 of the Covenants is deleted in its entirety and replaced with the following paragraph:

8.13 Driveways. All access driveways approaches shall be concrete between the curb and the sidewalk. All other driveway areas are to have a wearing surface of concrete or other hard surface material approved by the ACC, and shall be graded to assure proper drainage. Each Owner is responsible to install a four-inch diameter conduit across and under their driveway connecting the swales on both sides and under their sidewalk connecting the irrigation box to the swell to enable the Association to connect sprinkler lines within the Landscape Easement on both sides of the driveway.

Except as expressly provided for in this First Amendment, each provision of the Covenants shall continue in full force and effect on and after the effective date of this First Amendment.

DECLARANT:

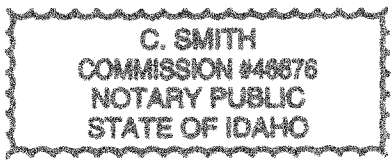
RIO VISTA LAND, LLC

By: [Signature]
Dannis Adamson, Manager

Date: 11/25/2020

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged to me on this 25th day of November, 2020, by Dannis Adamson as Manager of Rio Vista Land LLC.



[Signature]
Notary Public for Idaho
My Commission Expires: 5-1-2024

THIS INSTRUMENT FILED FOR RECORD BY ALLIANCE TITLE AND ESCROW AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.