

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 07/20/06 02:15 PM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
White Peterson

AMOUNT 12.00

4



**AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ROCK CREEK SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Rock Creek Subdivision is made effective as of July 12, 2006, by ROCK CREEK PINES, LLC, an Idaho limited liability company, whose current address is 827 South Bridgeway Place, #110, Eagle, ID 83616 ("Owner").

**Recitals:**

WHEREAS, Owner desires amend the Declaration of Covenants, Conditions, and Restrictions for Rock Creek Subdivision dated April 7, 2005, and recorded in the office of the Ada County Recorder on April 8, 2005, as Instrument No. 105042575 ("Restrictions").

NOW THEREFORE, Owner amends the Restrictions as follows:

**I.**

Section 4.13 of the Restrictions is amended in its entirety to read as follows:

4.13 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property except temporarily as may be required by construction activity undertaken on the Property.

**II.**

Section 5.5.1 of the Restrictions is amended in its entirety to read as follows:

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Declaration's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Property Manager. The Property Manager shall be hired or removed by the Association's Board of Directors, subject to approval by the Association at the annual meeting or a special meeting called for that purpose. Until further action by the Association and the Board of Directors, the Property Manager for the Property shall be "Complete Property Management and Investment Realty, Inc." of Meridian, Idaho.

5.5.1.5 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.



5.5.1.6 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.7 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.7.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; and,

5.5.1.7.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.7.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby expressly Reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are being as of the date hereof.

**III.**

In all further particulars the Restrictions shall remain as written and recorded.

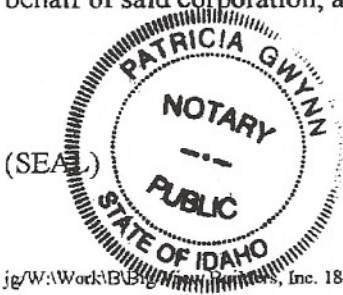
IN WITNESS WHEREOF, Owner has executed this Amendment on the date set forth above.

ROCK CREEK PINES, LLC  
by C&C Capital LLC, Member  
by Summit Financial Inc., Manager

By: [Signature]  
Chad Longson, President

STATE OF IDAHO )  
  :SS  
County of Canyon )

On this 12<sup>th</sup> day of July, 2006, before me, a Notary Public, personally appeared Chad Longson, known or identified to me to be the President of Summit Financial, Inc., an Idaho corporation, which is the Manager of C&C Capital LLC, an Idaho limited liability company, which is a Member of Rock Creek Pines, LLC, the entity whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said corporation, and that such corporation executed the same in said entity name.



[Signature]  
Notary Public for Idaho  
Commission expires: 3/06/2012

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