

FROM : Complete Property Management FAX NO. : 20837

ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 12/12/06 03:35 PM  
DEPUTY Neava Honey  
RECORDED - REQUEST OF  
Neal & Uhl

AMOUNT 9.00 3



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

This First Amendment to Master Declaration of Covenants, Conditions and restrictions for Rock Creek Subdivision (this "Amendment") is made this \_\_\_ day of November, 2006, by Rock Creek Pines, LLC, an Idaho Limited Liability Company, as Declarant.

**RECITALS**

- A. Rock Creek Pines, LLC, by and through Chad Longson, president of Summit Financial, LLC, which is a manager of C&C Capital, LLC, which is a member of Rock Creek Pines, LLC, Owner of certain real property located in Ada County, Idaho which real property is commonly known as Rock Creek Subdivision and is legally described as Exhibit "A" attached hereto and made a part hereof ("Property")
- B. On April 08, 2005, Predecessor in Interest, Big View Builders Inc, as Grantor caused to be recorded against the Property, as Instrument Number 105042575, that certain Master Declaration of Covenants, Conditions and Restrictions for Rock Creek Subdivision ("Master Declaration"). On March 31, 2006, Big View Builders Inc. conveyed said Property to Rock Creek Pines, LLC.
- C. Pursuant to Article XI, paragraph 13.2.1 of the Master Declaration, Rock Creek Pines, LLC is the owner of the Property and has the right, thereof as Grantor to amend the Master Declaration until the recordation of the first deed to Building Lot in the Property.
- D. Grantor now desires to amend the Master Declaration as set forth below, and declare the Property, and each lot, parcel or portion thereof, is, and/or shall be, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions hereinafter set forth.

NOW THEREFORE, Grantor hereby declares the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection,

maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring and right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Owners or Owner's respective successors in interest, and may be enforced by any Owner or such Owner's successors in interest, or by the Master Association.

1. Paragraph 4.13 shall have the following language deleted "*(other than for short term individual use which shall not exceed one (1) week unless approved by the Association.)*"
2. Paragraph 4.14 shall have the following language deleted "*motorcycles*" and "*To the extent possible, all garage doors shall remain closed at all times.*"
4. Paragraph 5.5.2.2 shall be deleted in its entirety.
5. Paragraph 5.5.2.3 shall be re-numbered 5.5.2.2.
6. Paragraph 5.5.2.3 shall now read "The Association shall have the exclusive right to contract with a single property management company to perform all property management services including providing interior and exterior homeowner maintenance duties and services for the subdivision as provided under separate contract."
7. Paragraph 5.5.2.6.1 shall be deleted in its entirety.
8. Paragraph 7.9 shall have the following language deleted "*sixty percent (60%)*" and replaced with "*fifty percent (50%)*"; and deleted "*fifty percent (50%)*" and replaced with "*twenty-five (25%)*".

Upon the recording hereof, the terms and provisions set forth in the Master Declaration recorded as Instrument Number 105042575, shall be amended by the terms hereof.

IN WITNESS WHEREOF, the Parties hereto have set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**ROCK CREEK PINES, LLC**

**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROCK CREEK SUBDIVISION - 2**

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FROM : Complete Property Management FAX NO. : 2083870000

Dec. 08 2006 03:32PM P4

By: C&C Capital LLC By: Summit Financial Inc.

By: [Signature]
Its: President

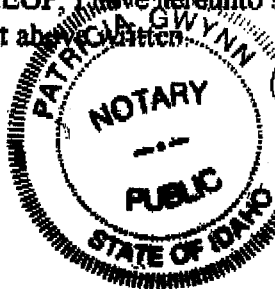
ATTEST:

By:
Its:

STATE OF IDAHO )
) ss.
County of Ada )

On this 8th day of Dec, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Longson, known or identified to me to be the president of Summit Financial, LLC, which is a manager of C&C Capital, LLC, which is a member of Rock Creek Pines, LLC, Owner of certain real property located in Ada County, Idaho that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.



[Signature]
Notary Public for Idaho
Residing in Nampa, Idaho
My commission expires: 3/06/2012