

**SECOND AMENDMENT TO  
DECLARATION OF CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR SUMMERWIND AT ORCHARD HILLS SUBDIVISION PHASE I AND PHASE II**

This Second Amendment to Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II ("**Second Amendment**") is made and executed this 29<sup>th</sup> day of July, 2011, by Summerwind Partners, LLC, a Nevada limited liability company (the "**Declarant**") to that certain Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II, recorded on May 24, 2007, as Instrument No. 2007036186, as amended by that certain First Amendment to and Restatement of Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II, recorded on February 15, 2011, as Instrument No. 2011006653, records Canyon County, Idaho (collectively the "**Declaration**").

**Recitals**

A. Capitalized terms that are not specifically defined herein shall have the same meaning as such terms are defined in the Declaration.

B. As of the date of recording this Second Amendment, Declarant continues to own 83 of the lots (the "**Summerwind Lots**") having succeeded through non-judicial foreclosure to the ownership and rights therein of L222-1 ID Summerwind, LLC (the "**Original Grantor**") in the Declaration.

C. Summerwind at Orchard Hills Homeowners' Association, Inc. (the "**Association**") administratively dissolved by the Idaho Secretary of State on June 8, 2007, has been reinstated at the bequest of the Declarant.

D. Neither the Association nor the Original Grantor (also having been administratively dissolved by the Idaho Secretary of State) has provided any financial records, or evidence of the existence of an Association bank account, or the establishment of bylaws for the Association.

E. Summerwind has commenced marketing for sale the Summerwind Lots and believes it to be in the best interest of the Association and all of the Owners of Lots to reinstate the operation of the Association, to exercise its powers and perform its duties, all in accordance with the Declaration as further amended by the terms herein.

F. This Second Amendment is made pursuant to the authority held by Declarant as the Owner of more than two-thirds of the Lots, pursuant to Section 15.2 of the Declaration, and as the successor to the Grantor.

## AMENDMENT

Section 13.8 of the Declaration is deleted in its entirety and restated as follows:

1. Section 13.8: Transition Date. The Declarant shall have the right to exercise all of the powers of the Association set forth in the Declaration, the Association's Articles of Incorporation and Bylaws until the Transition Date. The "Transition Date" shall mean the earlier of (i) the date designated by the Declarant in a written notice to the Owners; (ii) the date that fee simple title to any Common Area is conveyed to the Association, or (iii) the date after which the Declarant has transferred title to all Summerwind Lots.

2. Section 14.1. Section 14.1 shall be rewritten in its entirety as follows:

SECTION 14.1. Covenants to Pay Assessments. Each Owner of a Lot hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all regular and special limited Assessments or charges made by the Association. Assessment shall commence as to each Summerwind Lot upon the closing of the first sale of such Summerwind Lot from the Declarant, or as to the remaining Summerwind Lots owned by the Declarant, when such Lots are no offered for sale to the general public. Until the Transition Date, the Declarant shall have the exclusive use of the Assessments for the purpose of discharging the duties and obligations of the Association in accordance with the Declaration. To the extent that the Assessments are insufficient to cover all of the costs, expenses and obligations of the Association, the Declarant shall fund any shortfall until the Transition Date.

All such Assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment becomes due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in the title unless expressly assumed by them.

3. Section 6.8. Section 6.8 is deleted in its entirety and restated as follows:

SECTION 6.8. Construction and Construction Completion.

Construction shall be diligently pursued after commencement, and shall be completed within twelve (12) months after commencing construction, unless prevented by causes beyond the control of the

owner or builder and only for such time as that cause continues. All Lots shall be kept free of rubbish and garbage, clean and weed free from the date of purchase, through the completion of landscaping. The Committee shall have the right to enter upon any vacant Lot for the purpose of burning or removing weeds, brush, growth, or refuse, at owner's expense.

4. Section 6.14. Section 6.14 is deleted in its entirety and restated as follows:

SECTION 6.14. Floor Area Minimums.

Floor area shall be exclusive of eaves, steps, porches, entrances, patios and garages. The floor area of a one-story dwelling shall have at least one thousand eight hundred (1,800) square feet. Two-story dwellings shall be at least one thousand six-hundred (1,600) square feet on the ground floor and least eight hundred (800) square feet on the second floor. Bonus room square footage over a garage is not considered second-story footage.

5. Except as described herein, all of the terms, covenants and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned causes this Second Amendment to be executed as of the day first above written.

SUMMERWIND PARTNERS, LLC,  
a Nevada limited liability company

By: Integrated Financial Associates, Inc., its  
Manager

By   
William Dyer, its President

STATE OF NEVADA, )  
 : ss  
County of Clark . )

On this 29<sup>th</sup> day of July, 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared William Dyer, identified to me to President of Integrated Financial Associates, Inc, the Manager of Summerwind Partners, LLC, a Nevada limited liability company, that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that Summerwind Partners, LLC 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.

*Meagan Maynard*

Notary Public for Nevada  
Residing at Las Vegas, Nevada  
Commission Expires: \_\_\_\_\_



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RECORDED

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CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
BY *[Signature]*

*Ernest Wilson & McGill*  
*REC*  
*100*