



2017-016489
RECORDED
04/27/2017 01:10 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=5 SOUPUIS 522.00
TYPE: MISC
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

Canyon County
Recorder's Office
Cover Page

A large, abstract handwritten scribble consisting of several overlapping loops, located in the lower-left quadrant of the page.

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

This Fourth Amendment to Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II (“**Fourth Amendment**”) is made and executed this 17th day of April, 2017, 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**”), as amended by that certain Second Amendment to Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II, recorded on August 4, 2011, as Instrument No. 2011030909, as amended by that certain Third Amendment to Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II, recorded on October 4, 2013, as Instrument No. 2013-046213.

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 Fourth Amendment, Declarant continues to own sixty-four (64) of the Lots, and the remaining twenty-eight (28) Lots are owned by third parties.

C. The Declarant desires to amend the Declaration to revise the amount of the Regular Assessments and setup assessments and to provide the Association with the ability to fine Owners that fail to comply with the requirements of the Declaration.

D. This Fourth Amendment is made pursuant to the authority held by the Declarant as the Owner of more than two-thirds of the Lots, pursuant to Section 15.2 of the Declaration.

AMENDMENT

1. Section 14.2 of the Declaration is deleted in its entirety and restated as follows:

SECTION 14.2 Initial Assessment. Each Owner of a Lot shall be charged a one-time initial setup assessment of \$500.

2. The first sentence of Section 14.3 of the Declaration is deleted in its entirety and restated as follows:

SECTION 14.3 Regular Assessment. Regular Assessments shall be Five Hundred Dollars (\$500) per Lot, or any other reasonable amount as determined by the Board of Directors on an annual basis. Regular Assessments shall be billed annually, unless otherwise changed by the Board of Directors. In addition, the Association shall charge a transfer fee for the sale of any Lot by an Owner in the amount of Two Hundred Fifty Dollars (\$250) per transfer, or any other reasonable amount as determined by the Board of Directors on an annual basis.

3. Section 14.5 is hereby amended to add the following paragraph as Section 14.5(b):

SECTION 14.5(b) Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board of Directors may levy a Limited Assessment against an Owner as a remedy to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of the governing instruments for the Summerwind at Orchard Hills Subdivision, marketed as Timberstone Subdivision.

4. Section 13.5(b) of the Declaration is deleted in its entirety and restated as follows:

SECTION 13.5(b) 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(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles of Incorporation, Bylaws, or the Declaration, and to enforce by mandatory injunction or otherwise, all provisions thereof. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$25.00 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that the Owner is given thirty (30) days advance written notice, of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, may be oral or in writing. The notice shall be given personally to such Owner or sent by certified mail to the last known address of such Owner as shown in the records of the Association and shall state the place,

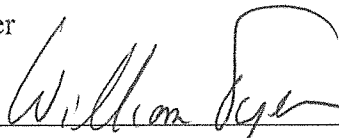
date and time of the hearing. The hearing shall be conducted by the Board of Directors of the Association. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall require a majority vote of the Board of Directors before imposition and shall become a part of the assessment to which such Owner's Lot is subject, shall be in addition to any assessments levied by the Association pursuant to the provisions of ARTICLE XIV of this Declaration, and shall not be subject to any of the requirements, limitations or restrictions on the amount or uniformity of assessments contained herein. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom an enforcement is sought, reasonable attorneys' fees and costs incurred as a consequence hereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure by an Association, or by any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event an Owner begins resolving the violation prior to the date of the meeting, no fine shall be imposed so long as the Owner continues to address the violation in good faith until finally resolved

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 Fourth 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

