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

THIS FIRST AMENDMENT is made and executed this 15th day of February, 2011, by Summerwind Partners, LLC, a Nevada limited liability company (the “**Declarant**”), based on the recitals below, and upon the terms and conditions of that certain original Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II (the “**Declaration**”), recorded on May 24, 2007, as Instrument No. 2007036186, records Canyon County, Idaho.

RECITALS

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

B. The property platted consists of all of Summerwind at Orchard Hills Subdivision Phase I filed in Book 39, Page 21 of Plats, records Canyon County, Idaho, and all of Summerwind at Orchard Hills Subdivision Phase II, filed in Book 39, Page 22 of Plats, records Canyon County, Idaho (hereinafter the “**Property**”). The Property consists of certain single family residential lots and additional lots defined in the Declaration as “Golf Course” and the “Well Lot.” The Golf Course and Well Lot are only encumbered by the Declaration to the extent expressly set forth therein.

C. As of the date of recording this First Amendment, Declarant is the owner of (i) eighty-three (83) Lots (the “**Summerwind Lots**”); (ii) all of the lots that comprise the Golf Course; and (iii) the Well Lot.

D. Declarant acquired all of its property interests by those certain Trustee Deeds recorded as Instrument Nos. 2009004163, 2009004164, 2009004165, 2009004166, 2009004167, and 2009004168, executed in connection with the foreclosure sales referenced therein.

E. Declarant desires to insure that all of the Lots, the Golf Course and the Well Lot remain subject to the Declaration to the extent stated therein, subject however to the modifications contained in this First Amendment.

F. This First Amendment is made pursuant to the authority held by Declarant, as an Owner of the Summerwind Lots, pursuant to Section 15.2 of the Declaration, and as the successor to the Grantor.

RESTATEMENT

1. Declarant hereby imposes upon the Property all of those certain protective covenants, conditions, restrictions, reservations, and easements as set forth in the Declaration, except as modified by this First Amendment, and hereby restates the Declaration, which shall run with the Property and be binding upon all parties now, or hereinafter having any right, title or

interest therein, and shall inure to the benefit of each Owner, the Golf Course Owner, and the Well Lot Owner.

2. Declarant hereby succeeds to all rights and privileges of the Grantor under the Declaration, and any and all references to the Grantor in the Declaration, as amended herein shall refer to and mean the Declarant herein.

AMENDMENT

3. Definitions. As used in the Declaration, the definition of the following words and phrases is hereby amended as follows:

(i) Golf Course Owner: the entity that is at the relevant time the vested owner of the Golf Course.

(ii) Well Lot Owner: the entity that is at the relevant time the vested owner of the Well Lot.

(iii) Grantor: Summerwind Partners, LLC, a Nevada limited liability company.

(iv) Common Area: All real property within or outside of the Subdivision in which the Association owns an interest or controls and which is owned or controlled for the betterment of the Subdivision. Common Area shall not include the Golf Course except for the rights and easements thereto expressly granted to the Association in the Declaration.

4. Additional Provisions Relating to the Irrigation System.

(i) Grantor acknowledges and declares that appurtenant to the Property or parcels thereof, are certain water rights, including without limitation, those ground water rights identified as Water Right Nos. 63-2946, 63-3033A, 63-3358A and 63-9350A, licensed by the Idaho Department of Water Resources; AND certain surface irrigation water from the Wilder Irrigation District (collectively the “**Irrigation Water Rights**”).

(ii) Ownership and use of the Irrigation Water Rights shall be in accordance with the allocations currently made by the Wilder Irrigation District in connection with the surface water the Wilder Irrigation District delivers to the Subdivision, and the irrigation water assessments related to such surface water shall be billed by the District directly to each of the users, whether Owners or the Golf Course Owner.

(iii) SECTION 10.4 (b) is deleted in its entirety and replaced with:

(b) pay the costs incurred by the Association of owning, operating, maintaining, and improving the Irrigation System, which costs may include without limitation, the Association’s share of power costs billed to the Association

by the Golf Course Owner; water assessments, if any, as determined by the Association; repair maintenance and replacement costs associated with any portions of the Irrigation System whether such portions are the obligation of the Golf Course Owner, or those portions of the Irrigation System that only deliver the irrigation water to the Lots. The Association may allocate such costs to the Lot Owners by any reasonable allocation method including an equal allocation per Lot; an allocation based on actual usage should the Association require individual Lot irrigation water meters; or in accordance with the surface water owner allocations currently utilized by the Wilder Irrigation District.

subsection: (iv) SECTION 10.4 Owner Duties is hereby amended to add the following

(e) Comply with reasonable restrictions, imposed by the Golf Course Owner, to their use of the pressurized irrigation system, which regulations may include restrictions on the use of irrigation water to hours of the day when Golf Course is not using the irrigation system and, if necessary, regulations that would restrict the Owner's use of the irrigation water to alternate days. Irrigation water is utilized by both the Golf Course and the residential Lots. The irrigation water is stored in ponds on the Golf Course. Although the Golf Course Owner is obligated to provide the Lots with irrigation water, the Golf Course has priority over the Lots in the event the irrigation water supply is insufficient to provide unrestricted and uninterrupted use of the irrigation water by all parties.

provision: (v) SECTION 11.6 of the Declaration is hereby amended to add the following

(c) The Golf Course Owner shall be entitled to allocate and bill to the Association 40% of the electrical power costs associated with the pressurized irrigation system that supplies the irrigation water to the Golf Course and to the Lots.

5. Amendment Relating to the Well Lot.

- (i) SECTION 12.1 is deleted in its entirety and restated as follows:

SECTION 12.1 Ownership. The Well Lot and all water rights, pumps, equipment and fixtures now or hereafter located thereon shall be owned by the Well Owner, and except for the rights of the Owners and the Association expressly granted in this Article XII, the Well Lot shall not be Common Area, unless expressly conveyed to the Association, in which event the Well Lot will become Common Area and shall be administered by the Association pursuant to Article XIII of the Declaration, and in accordance with the provisions of this Article XII.

6. Amendment Relating to Board of Directors of the Summerwind at Orchard Hills Homeowner Association, Inc.

- (i) SECTION 13.4 is rewritten in its entirety as follows:

SECTION 13.4 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such other officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws, as the same may be amended from time to time; provided however for as long as that certain entity known as Idaho Golf Partners, Inc. is the Golf Course Owner, Idaho Golf Partners, Inc. is authorized to appoint one individual to serve as a member of the Board of Directors of the Association.

7. General Amendments.

- (i) SECTION 13.8 Effective Date. is amended to replace the typographical error of Article VII to Article XII.

(ii) SECTION 14.3 Regular Assessments. is amended to specifically list as an included estimate an amount as determined by the Association to provide a fund (a “**Sinking Fund**”) to provide for the unexpected repair or replacement of any Common Area Facility, including without limitation any pipes, pumps, equipment, fixtures or other facilities relating to either the Irrigation System, or the Well Lot. Such repairs or replacements shall only be made by the Association in the event any other party obligated by the Declaration to make the repairs fails to do so.

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

IN WITNESS WHEREOF, Grantor causes this First 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
William Dyer, its President

STATE OF NEVADA,)
 : ss
County of Clark)

On this 14th day of February, 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.

Charlotte Bothwell
Notary Public for Nevada
Residing at Las Vegas, Nevada
Commission Expires: July 2, 2012

(SEAL)

