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

This Third Amendment to Declaration of Conditions, Restrictions and Easements for Summerwind at Orchard Hills Subdivision Phase I and Phase II ("**Third Amendment**") is made and executed this 30th day of September, 2013, 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.

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 Third Amendment, Declarant continues to own eighty-two (82) of the Lots, and the remaining eleven (11) Lots are owned by third parties.

C. The Golf Course is owned by Idaho Golf Partners, Inc. (the "**Golf Course Owner**"), an Idaho corporation.

D. The Plats for Summerwind at Orchard Hills Subdivision Phase I and Phase II contain a restrictive note (Note 5 for Subdivision Phase I and Note 3 for Subdivision Phase II) that reserves a thirty-five foot (35') wide easement along every Lot that is adjacent to the Golf Course, which easement is reserved for "*landscaping and view purposes; and for drainage, irrigation and underground utility purposes.*"

E. The Declarant and the Golf Course Owner desire to clarify the referenced Plat Note and to further modify and amend the Declaration to enhance the value, desirability and attractiveness of the Lots and the Golf Course.

F. This Third 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.

PLAT NOTE CLARIFICATION

The Declarant and the Golf Course Owner agree: (i) that the thirty-five foot (35') wide easement referenced in the Plat Notes is located on the Lot side of the Lot lines adjacent to the Golf Course, rather than the easement, or any portion thereof, being located on the Golf Course side of the Lot lines; (ii) any trees planted in the easement shall belong to the Owner regardless of who planted the trees, and the Owner shall be entitled to remove any such tree(s) at the Owner's discretion; (iii) that the Plat Note restriction on above-ground structures within the easement shall not prohibit the construction of a Lot perimeter fence on any portion of the Lot lines or within the Owner's Lot, with the exception (a) no fence shall be erected on Lots 34, 35, 36, 44, 45, 46, 54, 55, 56 and 57, Block 1, (b) (the "Fence Setback Lots"); (iii) no fencing may be constructed, installed or maintained on the Fence Setback Lots closer than twenty-five (25) feet from the Lot line adjacent to the Golf Course on Lots 4, 5, 6, 11, 12, and 13, Block 1; (iv) the construction, materials, size and other characteristics of perimeter fencing shall comply with Section 6.13 of the Declaration as amended herein; and (v) should it be necessary for the Golf Course Owner to repair any irrigation lines in the easement, the Golf Course Owner shall restore any fencing, turf or other landscaping disturbed in connection with such repair work.

AMENDMENT

1. Section 6.13 of the Declaration is deleted in its entirety and restated as follows:

SECTION 6.13 Fences and Landscaping Barriers. No hedges, shrubs, walls or other barriers shall be so situated as to unreasonably obstruct with the view and use of neighboring Lots. Perimeter fencing shall be permitted but is discouraged. Fences shall meet the following requirements unless an exemption is approved in writing by the Committee prior to construction:

- (a) All fences constructed on Lots shall be of wrought iron with a maximum height of five feet (5') and vertical rails no closer than six inches (6") apart. Fences shall be maintained by the Owner.
- (b) No fence shall interfere with sight lines to or from a Road, or pose a hazard to safe entry onto such Roads.

Plantings shall meet the following requirements unless an exemption is approved in writing by the Committee prior to planting, installation or construction:

- (a) No hedge or shrub planting with an elevation above three feet (3') shall be permitted in the set-back areas in the front of the dwelling; and
- (b) No hedge, shrub or tree shall be permitted or maintained which shall interfere with traffic safety sight triangles or clear zones as identified in the County ordinance or highway district standards applicable at the time.

2. 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 Third 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

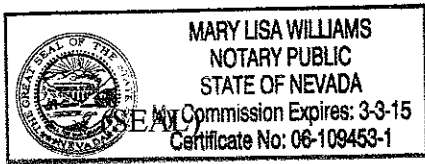
IDAHO GOLF PARTNERS, INC.
an Idaho corporation

By: H. David Christensen
Print Name: H. David Christensen
Its: Pres.

STATE OF NEVADA,)
 : ss
County of Clark)

On this 30 day of September, 2013, 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.



Mary Lisa Williams
Notary Public for Nevada
Residing at 3315 Rainbow, Nevada
Commission Expires: 3/3/2015

STATE OF IDAHO)
 : ss
County of Ada.)

On this 30th day of September, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared H David Christensen, identified to me to be the President of Idaho Golf Partners, Inc., an Idaho corporation, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that Idaho Golf Partners, Inc. 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.



Victorie M. Tatter
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 8/13/14