



WHEN RECORDED RETURN TO
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Boise, ID 83703

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WALNUT CREEK SUBDIVISION COMMERCIAL LOTS
(a.k.a. Galiano Estates Subdivision Commercial Lots)**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Walnut Creek Subdivision Commercial Lots (a.k.a. Galiano Estates Subdivision Commercial Lots) (the "Declaration") is made effective as of the date recorded, by the Walnut Creek Subdivision Commercial Lots.

ARTICLE I - RECITALS

1.1 **Supplement and Amendment to Declaration.** This Amendment is a supplement and amendment to that certain Declaration of Covenants, Conditions and Restrictions of Walnut Creek Subdivision, recorded as instrument 108129452 in the records of Ada County Idaho on December 3, 2008.

1.2 **Authority.** Article XV, Section 3 of the Declaration, entitled "Amendment," permits the amendment of the Declaration, so long as the amendment is signed and approved by at least sixty-six and two-thirds percent (66 2/3%) of the votes of membership.

1.3 **Definitions.** Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE II - AMENDMENTS

The Declaration is hereby amended as follows. All references are to the Declaration:

2.1 Article III, Section 3(A), entitled "Initiation and Transfer Assessments," is hereby amended to read as follows (amended language is in *italics*):

Section 3(A). **Initiation and Transfer Assessments:** Upon the initial conveyance of each Lot, the purchaser thereof shall pay an Initiation Assessment to the Association in the amount of \$200.00. ~~which said sum shall be used, to the extent necessary, to reimburse the Declarant for the costs it incurs in the maintenance and operation of the Common Area and the improvements located thereon.~~ Upon each subsequent transfer of each Lot, the

purchaser thereof shall pay a transfer assessment to the Association in ~~the amount of~~ *in an amount to be determined by the Board on an annual basis, but which shall be at least \$250.*

2.2 Article VIII, Section A, entitled "Lot Use," is hereby amended to read as follows (amended language is in *italics*):

Section A. Lot Use: No Lot, with the exception of the Common Area shall be used except for single-family residential purposes. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity, *except as permitted by applicable state or local law, rule or ordinance and approved by the Board of Directors. No signs shall be installed to advertise the business and the business use may not increase the traffic within the subdivision nor result in additional parking on a Lot or any street.* All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. [Remainder of provision not affected and remains in full force and effect.]

2.4 Article VIII, Section C, entitled "Garbage and Refuse Disposal," is hereby amended to read as follows (amended language is in *italics*):

Section C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, ~~must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee, and must be stored behind a fence, or, in the event there is not a fence, must be stored in a location approved by the Architectural Control Committee.~~ *All garbage cans and associated equipment shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances and regulations.*

2.5 Article VIII, Section G, entitled "Parking and Storage of Vehicles and Equipment," is hereby amended to read as follows (amended language is in *italics*):

Section G. Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks (except one ton in size or smaller), truck campers, motor homes, recreational vehicles, and like equipment, or commercial equipment ~~or machinery, junk cars or other unsightly vehicles,~~ shall *not* be allowed *behind a fence, so long as such vehicle or equipment is not unsightly or in disrepair.* *Commercial equipment or machinery, junk cars or other unsightly vehicles, shall not be allowed on any Lot, except in fully enclosed buildings, or if such vehicle or equipment is less than six (6) feet in height, behind a six (6) foot solid vinyl fence. and if such vehicle or equipment is greater than six (6) feet in height, behind a six (6) six foot solid vinyl fence topped with lattice to a height which will entirely obscure such vehicles or equipment from view from the street, all as has been approved in writing by the Architectural*

~~Control Committee, or under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Board of Directors of the Association, which discretion may not be challenged for having been exercised unreasonably; provided, however, that~~ Boats, trailers, campers, motor homes and similar recreational vehicles may be parked in the driveway of a Lot for a period not to exceed 48 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other vehicles and equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision, or stored in accordance with this provision, within 48 hours.

No other amendments are intended or implied by this Amendment and the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WALNUT CREEK SUBDIVISION, and any subsequent Amendments thereto not inconsistent with this amendment shall remain in full force and effect.

[Remainder of page intentionally left blank]



Walnut Creek Subdivision
an Idaho Non-Profit Corporation

By: Nicole Cornia
Name: Nicole Cornia
Its: Secretary

STATE OF IDAHO)
Ada) ss.
County of Canyon)

On this 23 day of May, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Nicole Cornia, known or identified to me to be the person who executed the instrument on behalf of said Association, and acknowledged to me that such Association 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.

Caitlin Satterlee
Notary Public for Idaho
Residing at Meridian ID
My commission expires: April 11, 2021



