

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE GREEN AT THE VALLEY CLUB SUBDIVISION**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE GREEN AT THE VALLEY CLUB SUBDIVISION ("First Amendment") is made this 12th day of December, 2007, by Valley Club Homes, LLC, an Idaho limited liability company ("VCH Declarant"), and Buttercup Community Homes, LLC, an Idaho limited liability company ("BVH Declarant") (VCH Declarant and BVH Declarant collectively referred to herein as the "Declarant"). This First Amendment is being executed as consideration for the execution by Declarant of an Amendment to the Agreement between the Declarant and the Valley Club Owners Association, Inc. which Agreement was executed by the Valley Club Owners Association, Inc. on February 6, 2007 and by the Declarant on November 3, 2006.

1. Declarant executed and then recorded in the records of Blaine County, Idaho, on July 18, 2007 as Instrument No. 549696, the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Village Green At The Valley Club Subdivision (the "Declaration").

2. As of the date of this First Amendment, Declarant is the owner of 36 Lots and Units and, pursuant to Section 3.3(c)(i) has a total of 36 votes which is more than 60% of the total votes which may be cast by all of the owners of Lots and Units.

3. The first paragraph of Exhibit B is amended to read as follows:

"Except as otherwise set forth in this Declaration, the following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 10 of the Declaration. However, any such attempt by the Association to amend, modify, repeal or limit paragraphs 2(v) [*as amended below*], 2(vi) or 2(xi) [*as set forth in Exhibit B*] must first be approved in writing by the Valley Club Owners Association, Inc. before it becomes effective."

4. The introductory provision of paragraph 2 of Exhibit B is amended to read as follows:

"2. Restricted Activities. The following activities are prohibited within the Property."

5. Paragraph 2(v) is amended to read as follows:

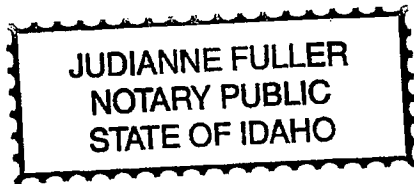
"(v) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years; also, any lease or rental of a Lot shorter than six (6) months;"

534320



STATE OF IDAHO )  
 )ss.  
County of Blaine )

On this 12 day of December 2007, before me, a Notary Public, in and for said County and State, personally appeared HENRY W. DEAN, known or identified to me on the basis on satisfactory evidence, to be the Managing Member of SUN VALLEY DEVELOPMENT, LLC, an Idaho limited liability company, Manager of BUTTERCUP COMMUNITY HOMES, LLC, an Idaho limited liability company, and acknowledged that he executed the same as the free act and deed of such entity.



*Judianne Fuller*  
NOTARY PUBLIC FOR IDAHO

Residing at: Ketchum, Idaho  
My commission expires: 3-16-2010

## **EXHIBIT "B"**

### **Initial Use Restrictions and Rules**

Except as otherwise set forth in this Declaration, the following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 10 of the Declaration.

1. **General.** The Property shall be used only for residential purposes consistent with this Declaration and any Supplemental Declaration.
2. **Restricted Activities.** The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:
  - (i) Posting of signs of any kind except those required by law, including posters, circulars and billboards;
  - (ii) Parking of commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles or inoperable vehicles in places other than enclosed garages;
  - (iii) Subdivision of a Lot into two or more Lots after a subdivision plat including such Lot has been approved and filed with the appropriate governmental authority or changing the boundary lines of any Lot;
  - (iv) Active use of lakes, ponds, streams, or other bodies of water within the Property or within any Golf Course, except that the owner of the Golf Course, and its agents, successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from the Golf Course. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Property;
  - (v) Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years;
  - (vi) Occupancy of a Lot or Community Housing Unit by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than three persons who are not so related living together as a single household unit, and the household employees of either such household unit;

(vii) Capturing, trapping or killing wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property, and raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot or Community Housing Unit provided they are not kept, bred, or maintained for any commercial purpose and not allowed outside a Unit or Community Housing Unit except when leashed or otherwise under someone's direct personal control. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. No outdoor dog kennels or other animal shelters or pens are permitted, and no dogs shall be kept outside on a leash or other restraint. All pet food shall be stored and pets shall be fed in a manner that does not attract "nuisance" wildlife (e.g. skunks, raccoons, magpies, red fox, etc. ). Owners shall comply with all Plat Notes set forth on any subdivision plat of the Property regarding wildlife and pets.

Feeding of game species or predatory wildlife is prohibited. ANY FORM OF WILDLIFE HARASSMENT IS PROHIBITED;

(viii) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(ix) Any construction, erection, or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Lot or Community Housing Unit, whether such portion is improved or unimproved;

(x) The discharge of firearms within the Property is prohibited. The term firearms includes BB guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein, or in the Bylaws, the Association shall not be obligated to take action to enforce this provision; and

(xi) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot or Community Housing Unit may conduct business activities within the Lot so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (B) the business activity conforms to all zoning requirements for the Property; (C) the business activity does not involve regular visitation of the Lot or Community Housing Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (D) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The leasing of a Lot or Community Housing Unit shall not be considered a business or trade within the meaning of this subsection. Leasing, for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot or Community Housing Unit by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Lots or Community Housing Units may be leased only in their entirety. No fraction or portion may be leased. No structure on a Lot other than the primary residential dwelling shall be leased or otherwise occupied for residential purposes. There shall be no subleasing of Lots or Community Housing Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing.

(xii) Clotheslines. No outside clotheslines shall be permitted, and all garbage cans, equipment, maintenance tools, and similar items shall be kept screened or enclosed to conceal them from the view of neighboring Units.

(xiii) Exterior Antennas and dishes. No exterior television, telecommunication or radio antennas, discs, dishes or similar communication installations shall be placed on any Lot or Condominium Building without prior written approval from the Architectural Design Committee.

(xiv) Nuisances. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Lot or within any Community Housing Unit, and no odor shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot. No noise, including but not limited to, noise created by people. Animals, equipment and/or machinery, shall not be permitted to exist or operate upon any Lot, Common Area, Condominium Common Area, Limited Condominium Common Area or within in Community Housing Unit to be offensive or detrimental to any other Lot or Community Housing Unit or its occupants.

(xv) Hazardous Activities. No activities shall be conducted, and no improvements shall be constructed, within the Project on any Lot, Common Area, Condominium Common Area, Limited Condominium Common Area or within a Community Housing Unit which are or might be unsafe or hazardous to any person or property.

(xvi) Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot or Limited Condominium Common Area unless completely stored within a unit, including, without limitation, trailers, campers, motor homes, boats, tractors, snowmobiles, and snow removal and maintenance equipment.

(xvii). Exterior Appearance. Every Owner of a Community Housing Unit subject to this Declaration shall at all times keep the exterior thereof, including appurtenant decks, sidewalks, driveways and patios clean and free of debris and unsightly personal property.