

Instrument # 247458

TETON COUNTY, IDAHO

9-22-2017 02:15:00 PM No. of Pages: 80

Recorded for : CREEKSIDE MEADOWS HOA

MARY LOU HANSEN

Fee: 247.00

Ex-Officio Recorder Deputy

Index to: AMENDMENT

**First Amendment to Declaration of
Protective Covenants, Conditions and Restrictions
for Creekside Meadows (Residential Blocks)
(Amends Instrument #149986)**

THIS FIRST AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for CREEKSIDE MEADOWS (Residential Blocks) (this "Amendment") shall be effective upon the date of recording. This Amendment amends the Declaration of Covenants, Conditions and Restrictions for Creekside Meadows (Residential Blocks) recorded in Teton County, Idaho on August 30, 2002 as Instrument #149986 (the "Declaration"). All Articles not specifically referenced in this Amendment remain unchanged.

I. AMENDMENT

AMENDMENT THROUGH OUT

The entire Declaration is hereby amended to replace every instance of the word "improvement(s)" with the word "development(s)," except in Article 6.2(a) where the phrase "or improvements" is deleted without replacement.

ARTICLE I

Article I and all references in the Declaration to the "Property" shall exclude Block 3 of the Creekside Meadows Planned Unit Development as per the recorded plat recorded on August 30, 2002, as Instrument No. 149985, records of Teton County, Idaho, which Block 3 is more commonly known as the Rendezvous Townhomes.

ARTICLE II

Article 2(f) ("Common Services") is hereby amended by deleting the phrase "stream and stream bank maintenance" and replacing it with "streambed and embankment maintenance as set forth in Article 3.9(b) of this Amendment to the Declaration and any subsequent amendment thereto."

All the defined terms, such as Lot, Unit, and Project, which reference the Subdivision Plats are hereby amended to specifically exclude any reference to or inclusion of Block 3 of the Subdivision Plats, which Block is more commonly known as the Rendezvous Townhomes. "Block 3" is more fully described in this amendment to Article I above.

ARTICLE III

Article 3.9(b) (Provide the Common Services) is hereby amended by deleting the third paragraph and replacing it with:

The Homeowner's Association shall provide limited maintenance to the streambed and embankments of that portion of Teton Creek running through common areas of Creekside Meadows. Such maintenance shall be limited by and consistent with: (1) the regulations and requirements of the Army Corps of Engineers, the Idaho Department of Water Resources, the City of Driggs, Teton County, Idaho, and any other governmental agency having authority over Teton

Creek or the maintenance of its streambed and embankments; and (2) the budget approved by the Homeowner's Association. Unless a special assessment is approved by the Homeowner's Association to provide additional maintenance, the Association shall perform no more than the following maintenance actions on an annual basis: monitor the creek during the peak runoff and high water season, remove loose debris from the channel reach, and perform limited maintenance determined to be required by an annual review of the streambed status. The limited maintenance may include embankment/streambed work, the use of several pieces of heavy equipment, and a combination of rock/fill, and other natural materials as required. The cost of the creek monitoring, debris removal, and maintenance shall be included in the annual budget assessed in accordance with Articles 5.2 through 5.4 of the Declaration and any amendments thereto.

ARTICLE VII

Article 7.3. (Multifamily Residential Building Development Standards) is hereby amended to replace "Blocks 1 and 3" with "Block 1".

Article 7.5(b) (Building Set-Backs) is hereby amended to replace "Multifamily Blocks 1 and 3" with "Multifamily Block 1".

Article 7.5(e) (Parking and Driveways) is hereby amended to replace "Multifamily Lots in Blocks 1 and 3" with "Multifamily Lots in Block 1".

The entire text of Article 7.5 (g) (Fencing) of the Declaration is stricken and replaced with the following:

- (g) Fencing. Fencing on Single Family Residential Lots shall comply with the following requirements:
- (1) No boundary fence may be constructed in any front yards of any Lot of one-half acre or less in size.
 - (2) No boundary fence may be constructed in any front yards, or around the perimeter lot lines, of any Lot greater in size than one-half acre.
 - (3) No boundary fence may be constructed around the rear perimeter lot lines, of any Lot of one-half acre or less in size without first receiving the approval of all adjacent lot owners, and agreement among those lot owners regarding future maintenance of the fence, as evidenced by a signed, notarized agreement recorded with Teton County, Idaho.
 - (4) The following are the only fences permitted on any Lot greater in size than one-half acre, provided that the size and type of construction comply with this Article:
 - (i) Limited privacy or child enclosure fences, or dog runs, shall be permitted adjacent and contiguous to structures on a Lot;
 - (5) A dog run or electronic "invisible fence" may be required for any Owner having a dog. A fenced dog run must be relatively compact in size and the fencing made of wood or other natural looking materials.

- (6) All fencing must meet the setback requirements of City ordinance. No fence shall be installed without prior written consent of the Design Committee.
- (7) All fencing must be made of wood, vinyl, or similar materials and cannot exceed six feet in height. Chain link and hog wire fencing is not allowed.

ARTICLE VIII

Article 8.2 (Prohibited Structures) is hereby amended by deleting the phrase "not more than seven (7) days during any 30 day period" and replacing it with "not more than fourteen (14) days during any two month period".

Article 8.4 (Storage of Equipment) is hereby deleted and replaced with:

8.4 Storage of Equipment. All equipment, recreational vehicles, golf carts, campers, motor homes, boats, trucks, trailers, snowmobiles, horse trailers, motorcycles, ATVs, trampolines, swing sets, children's toys and other personal property, except for vehicles used frequently for transportation, shall be kept stored within a residence, garage or approved storage building on the Lot or Unit, or shall be kept screened by adequate planting, or approved fencing, so as to conceal them from the view of neighboring Lots and Common Road. A recreational vehicle not parked in a screened area may be parked for no more than fourteen (14) days during any two month period. Mobile basketball hoops in good condition may be placed on a driveway for a maximum of six months each year.

PLAT AMENDMENTS

In the event that any signatory to this Agreement, including the Creekside Meadows Homeowner's Association, Inc. and Rendezvous Townhomes Homeowners Association, Inc., deems it necessary or desirable to amend any of the plats of record, of either the Creekside Meadows Planned Unit Development or the Rendezvous Meadows Subdivision, to show that these two subdivisions have been bifurcated or the City of Driggs, Teton County, Idaho or other governmental body requires such a plat amendment, then the other party will cooperate in causing such plat amendment(s) to be made and recorded. All costs associated with such an amendment will be the responsibility of the homeowner's association and its members that deems it necessary or desirable to amend any of the plats of record. In the event a governmental body requires an amendment the cost will be borne by Rendezvous.

EXHIBIT A

Exhibit A of the Declaration (Description of land subject to Declaration) is hereby amended to remove Block 3 of the Creekside Meadows Planned Unit Development from the legal description of the land subject to the Declaration and any amendment thereto. Any reference to "Exhibit A" or to the land subject to the Declaration or any amendment thereto shall be deemed to refer to the following:

All of Blocks A, 1, 2, 4, 5, 6, 7, 8 and 9 of Creekside Meadows Planned Unit Development, as per the recorded plat recorded on August 30, 2002, as Instrument No. 149985, in records of Teton County, Idaho.

All of Blocks A, 1, 2, 4, 5, 6, 7, 8 and 9 of Creekside Meadows Planned Unit Development, as per the recorded plat recorded on August 30, 2002, as Instrument No. 149985, in records of Teton County, Idaho.

II. AUTHORITY TO AMEND AND WARRANTY OF OWNERSHIP

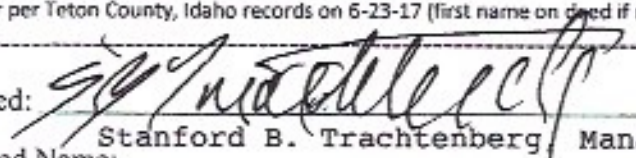
This Amendment was approved by the Board on June 22, 2017 and is executed by at least two-thirds (2/3) of the Lot Owners pursuant to Article 9.8 of the Declaration. Each person whose signature is attached warrants he or she is the owner, or authorized signatory for the owner, of the Lot for which he or she is signing. Each Lot Owner signing below authorizes the Board of Directors to act as his or her attorney in fact to execute this instrument for purposes of meeting the requirements of Idaho's Recording Act. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned, representing not less than two thirds of the Lots, hereby amend the original Declaration by executing this Amendment.

Signed: _____ Date Signed: _____

Printed Name: _____ **Block: A Lot: 1**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): TTS Driggs, LLC

Signed:  _____ Date Signed: _____

Printed Name: Stanford B. Trachtenberg, Manager **Block: A Lot: 2**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): TTS Driggs, LLC

Signed:  _____ Date Signed: _____

Printed Name: Stanford B. Trachtenberg, Manager **Block: A Lot: 3**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): TTS Driggs, LLC

Signed: _____ Date Signed: _____

Printed Name: _____ **Block: A Lot: 4**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): MLO, LLC

Signed:  _____ Date Signed: _____

Printed Name: Stanford B. Trachtenberg, Manager **Block: A Lot: 5**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): TTS Driggs, LLC

Signed:  _____ Date Signed: _____

Printed Name: Stanford B. Trachtenberg, Manager **Block: A Lot: 6**

Owner per Teton County, Idaho records on 6-23-17 (first name on deed if multiple owners): TTS Driggs, LLC