

**Second Amendment to Declaration of  
Protective Covenants, Conditions and Restrictions  
For Creekside Meadows (Residential Blocks)  
(Amends Instrument #149986 and Instrument #247458)**

THIS SECOND 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 Instruments #149986 (the "Declaration"), which was previously amended by the First Amendment recorded in Teton County, Idaho on September 22, 2017 as Instrument #247458. All articles not specifically referenced in this Amendment, or in the First Amendment, remain unchanged.

**AMENDMENT**

**ARTICLE II - DEFINITIONS**

Article 2(m) "Project" is hereby deleted and replaced with:

*Article 2(m) "Project" shall mean the Residential portions of the Creekside Meadows development in Driggs, Idaho, generally as shown on the Master Plan for Creekside Meadows Planned Village Development approved by the City of Driggs.*

**ARTICLE III – HOMEOWNERS ASSOCIATION**

Article 3.9(a) Receive, Hold and Maintain Property is hereby deleted in its entirety.

Article 3.9(d) Insurance Function is hereby amended by deleting the last sentence and modifying the next to the last sentence. These changes will cause Article 3.9(d) Insurance Function to read as follows:

*The Board shall be obligated to and shall obtain and keep in full force and effect at all times at least the following insurance coverage. The Board shall obtain casualty insurance with respect to all insurable property of the Association insuring the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief. The Board shall obtain broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$1,000,000 for each person and not less than \$2,000,000 for each occurrence and with property damage limits of not less than \$500,000 for each accident. The Board shall provide errors and omissions insurance for the Board members. All insurance may contain such deductible provisions as good business practice may dictate. All liability insurance shall name the Association as the insured.*

Article 3.11 Agent for Members is hereby amended by retaining the first paragraph and deleting the rest. These changes will cause Article 3.11 Agent for Members to read as follows:

*Every Owner by purchase of any of the Lots or Units and acceptance of a deed of conveyance therefore agrees that, if the Board determines that it is in the best interest of the Project, or the Association and the Owners to do so, its Chairman may enter into certain agreements and undertakings and grant approvals for and on behalf of the Owners individually and as a group. Such agreements and undertakings include approval of and signatures upon any applications for approval of any amended Master Plan or Subdivision Plats or amendment or re-plat of any portion of the Subdivision Plats; formation of any special district, change in water rights or irrigation rights, or granting of easements over the Common Roads. Each Owner individually grants the Board and its chairman an irrevocable power of attorney to approve, vote for, enter into and to sign as agent on their behalf and to deliver any application, instrument, petition, plat or other document necessary to effect any of the foregoing as if it had been done by the Owner.*

#### **ARTICLE V – OWNERS ASSESSMENTS**

The first paragraph of Article 5 is amended by deleting the last sentence. This change will make the first paragraph read as follows:

*In order to provide the Common Services and properly carry out its duties for the benefit of all Owners, the Association, by and through the Board, shall have the authority to levy assessments and each Owner, by acceptance of a deed to their Lot or Unit, shall be deemed to have granted a lien to the Association to secure payment of the assessments in accordance with the following terms and conditions.*

Article 5.3 Uniform or Equitable Rate of Assessment is hereby amended by deleting “[with the exception of Lots owned by Declarant, which will not be assessed until sold or rented].” The remainder of the paragraph shall remain unchanged.

#### **ARTICLE VIII – USE RESTRICTIONS**

Article 8.6 Tanks is hereby deleted and replaced with:

*Article 8.6 Tanks. No storage tanks of any kind shall be erected, placed or permitted upon any Lot or Unit unless buried or within a screened service yard, except that 5-gallon propane tanks may be permitted for barbeques.*

Article 8.10 Noxious Weeds is hereby amended by deleting “Teton County Weed and Pest Control Board” and replacing it with “Idaho Department of Agriculture.” The remainder of the paragraph shall remain unchanged.

Article 8.11 Pets and Livestock is hereby deleted and replaced with the following:

*Article 8.11 Pets and Livestock. No horses, livestock or pets shall be kept or maintained on any Lot or Unit except as provided herein. Any pets permitted to be kept on a Lot or Unit shall be restrained and closely controlled at all times so that they do not cause a nuisance to neighboring Lot or Unit owners, and so that the presence or activity of any such pets does not harass or*

*endanger wildlife. Not more than two dogs and/or two cats, or other domestic animals which are normally kept and maintained indoors within a residence, may be kept on any Lot or Unit; provided, however, that a litter of puppies or kittens born to a dog or cat owned by an Owner may be kept or maintained for a period not to exceed four months, provided that said puppies or kittens are maintained and restrained in accordance with the provisions of these Covenants. No commercial breeding is allowed. If any dog is caught or identified as being a nuisance due to barking, chasing or otherwise harassing livestock, wildlife, or other pets or people, the Board shall have the authority to assess a \$50 per day penalty against the owner of the dog so long as the owner's dog remains in violation of this provision. If any dog is caught or identified as being a nuisance due to barking, chasing or otherwise harassing livestock, wildlife, or other pets or people on a second occasion, the Board shall have the authority to assess a \$100 per day penalty against the owner of the dog so long as the owner's dog remains in violation of this provision.*

Article 8.16 Utilities and Satellite Dishes is hereby modified by replacing the last sentence. This change will cause Article 8.16 Utilities and Satellite Dishes to read as follows:

*All electrical, telephone and other utility lines shall be installed underground primarily in the common road right-of-ways or within utility easements serving individual Lots or Units. Connections from Lots or Unit within the Property to the underground utility lines shall be underground and shall be completed at the Owner's expense. No television or radio antenna, solar collectors, masts or similar items shall be permitted unless permitted in writing by the Design Committee. A small (24 inches or less in diameter) satellite dish shall be permitted on any Lot, provided it is attached to the side or rear of the house in an unobtrusive location.*

#### **ARTICLE IX – GENERAL PROVISIONS**

Article 9.2 Indemnification is hereby modified by deleting “*Declarant*” from the first sentence and deleting the entire last sentence of the first paragraph. The remainder of the Article shall remain unchanged.

Article 9.3 Violations, Enforcement, Liens and Costs is hereby modified by deleting “*by the Declarant,*” from the first sentence and “*or the Declarant*” from the third sentence. The remainder of the paragraph shall remain unchanged.

Article 9.8 Amendment or Revocation is hereby deleted and replaced with the following:

*Article 9.8 Amendment or Revocation. At any time while any provision, covenant, condition and restriction of these Covenants is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, approved by the Board and executed by the Owners of not less than two-thirds (2/3) of the Lots.*

Article 9.9 (Declarant's Development Period) is hereby deleted in its entirety.

Article 9.10 (Declarant's Reserved Right to Amend) is hereby deleted in its entirety.

Article 9.11 (Declarant's Right to Annex Additional Phases) is hereby deleted in its entirety.

**AUTHORITY TO AMEND AND WARRANTY OF OWNERSHIP**

This Amendment was approved by the Board on February 3, 2020 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 attorney in fact to execute this instrument for purposes of meeting the requirements of Idaho's Recording Act. The Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the undersigned, representing not less than two-thirds (2/3) 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 2-01-20 (first name on deed if multiple owners): Vista Verde Estates LLC

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block A Lot 2**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): TTS Driggs LLC

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block A Lot 3**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): TTS Driggs LLC

Signed: Merke Lierert Date Signed: 2/8/20  
Printed Name: Merke Lierert **Block A Lot 4**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): MLO Inc

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block A Lot 5**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): TTS Driggs LLC

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block A Lot 6**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): TTS Driggs LLC

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block 1 Lot 1**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): Wayne Guyman

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ **Block 1 Lot 2**  
Owner per Teton County, Idaho records on 2-01-20 (first name on deed if multiple owners): Liam O'Neill