

Recording Requested By and  
When Recorded Return to:

HAWLEY TROXELL ENNIS & HAWLEY LLP  
Attn: Brian L. Ballard  
P.O. Box 1617  
Boise, Idaho 83701

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**EXHIBIT "A"**

**SECOND AMENDMENT TO  
TOWNHOUSE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SUNBIRD TOWNHOUSES**

THIS SECOND AMENDMENT TO TOWNHOUSE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNBIRD TOWNHOUSES is made this \_\_\_ day of \_\_\_\_\_, 2011.

RECITALS

A. That certain TOWNHOUSE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNBIRD TOWNHOUSES, was recorded on January 9, 1996, as Instrument No. 386019, Records of Blaine County, Idaho (the "**Declaration**"), with respect to the following described real property:

That certain tract of property legally described as Sunbird Townhouses, Township 4N, Range 17E, Section 13, Tax Lot 5600, City of Ketchum, County of Blaine, State of Idaho, according to the official plat thereof recorded in the records of Blaine County, Idaho.

B. The Declaration was amended by that certain FIRST AMENDMENT TO TOWNHOUSE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNBIRD TOWNHOUSES, recorded November 15, 1999, as Instrument No. 433422, Records of Blaine County, Idaho (the "**First Amendment**").

C. The Declaration and the First Amendment are hereinafter referred to, collectively, as the "**Declaration**," and are further amended as set forth below.

AMENDMENT

NOW, THEREFORE, THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:

1. A new Article 15 is added to the Declaration as follows:

ARTICLE 15  
TRADE OR BUSINESS USE

15.1 Notwithstanding anything to the contrary in the Declaration, the Articles, the Bylaws or elsewhere to the contrary, but subject to all required governmental approvals and all such rules and regulations imposed by the Association governing the same, a Townhouse Unit, upon the prior written approval of the Board of Directors, which approval may be withheld, conditioned and/or revoked by the Board of Directors as it may determine, at any time, and from time to time, in an exercise of its sole and absolute discretion, may be used for a trade or business, including, without limitation, as an office incidental thereto.

15.2 Any such permitted trade or business use, in addition to any rules or regulations imposed thereon by the Board of Directors, shall otherwise comply with the Declaration, the Articles, the Bylaws and other rules and regulations as imposed by the Association with respect to the use of the Units and the Common Area.

15.3 The Owner of a Unit in which any business or trade use is carried on shall indemnify, defend, protect and hold harmless the Association and the other Owners for, from and against any and all liability, claims, damages, costs, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with such business or trade use.

15.4 The rules and regulations as may be imposed by the Board of Directors with respect to any business or trade use may include, without limitation, restrictions on parking and/or the requirement of liability insurance, with coverage and limits as determined appropriate by the Board, to be procured and maintained by an Owner as a condition to such use. Such insurance shall be in addition to that required of the Owner under Section 11.3 of the Declaration.

15.5 The Association, with respect to any expense incurred by the Association and arising out of or connected with an Owner's trade or business use, shall be entitled to be reimbursed the same in full by such Owner, and the Association may collect such reimbursement by levying

against such Owner's Unit a special assessment, such special assessment to be in the nature of a special assessment levied under Article 9 of the Declaration, and enforced and collected in the same manner as provided for a special assessment under Article 9; provided, however, that such special assessment shall be assessed only to such Owner. Such right of reimbursement shall be in addition to any other right or remedy that the Association might have, in law or at equity, to collect said expense.

2. Except as amended hereby, the terms and conditions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Directors of the Association have executed this Second Amendment as of the day and year first above written, and certify that this Second Amendment was approved by the affirmative written consent or vote of not less than 51% of the Ownership as required under Article 12 (Amendment) of the Declaration, said Ownership specifically consenting and agreeing that such amendment be effected by this instrument duly recorded.

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

\_\_\_\_\_  
\_\_\_\_\_, Director

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_