

Instrument # 661091

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WHEN RECORDED MAIL TO:

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SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, AND PARTY WALL AGREEMENT
FOR THE
VILLAS AT THE CROSSING TOWNHOUSE DEVELOPMENT

This is the Second Amendment (the "Amendment") to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND PARTY WALL AGREEMENT FOR THE VILLAS AT THE CROSSING TOWNHOUSE DEVELOPMENT, recorded April 30, 1995, as Instrument No. 426844, in the real property records of Blaine County, Idaho, and which was also amended as Instrument No. 436144, recorded February 2, 2000, which essentially, reduced the number of Townhouses from six to four and removed property that was not part of the below-named Plat (collectively the "Declaration"). VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC., an Idaho nonprofit corporation and homeowners association (the "Association") is seeking to amend the Declaration to clarify the authority in the Declaration for insurance of improvements and attempt to adequately insure those improvements.

As required by paragraph 15.2 of the Declaration, this Amendment has been voted upon and approved by the holders of not less than a 75% of the voting rights in the Association, in which each Member is entitled to one vote per Lot and there are four Lots.

The Declaration and the Amendment are covenants and restrictions that run with the land and bind real property, located in the City of Ketchum, Blaine County, State of Idaho, and contained within the following plat (the "Plat"):

Sublots 2A, 2B, 3A and 3B, VILLAS AT THE CROSSING PHASE I, a Townhome Subdivision Plat, being a replat of Lots 2B and 3B of THE CROSSING AMENDED: RESUBDIVISION OF LOTS 1A & 2A creating Sublots 1 - 4, according to the official plat recorded in the real property records of Blaine County, Idaho, April 30, 1999, as Instrument No. 426843.

SECOND AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS, AND PARTY
WALL AGREEMENT FOR THE VILLAS AT THE CROSSING TOWNHOUSE DEVELOPMENT
Page 1 of 4

Incorporating the above recitals and information, the Amendment only amends the Declaration, as follows:

1. Paragraph 8.2, currently states as follows:

8.2 Association's Duly To Obtain And Maintain Insurance. The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the Common Area, private roads, and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable, including but not limited to liability insurance for officers and directors. Such insurance coverage may be written in the name of the Association as trustee for all Owners.

2. Because all four Townhouses share two Party Walls between two Townhouses, and the Members desire to insure the Townhouses, Common Area, Association and the Members and their invitees under one policy of insurance, it is amended and replaced as follows:

- 8.2 The Association shall obtain and maintain in force the following insurance policies:

8.2.1 Blanket Fire and Extended Coverage insurance that covers approximately all of the cost that the Board of Directors estimates is necessary to replace all insurable Common Area improvements and Townhouses, exclusive of an Owner's fixtures or personal contents. Fixtures mean that property physically attached to a Townhouse, which may be covered by such insurance, but of which the Board may be unaware. Personal contents shall mean personal property not physically attached to a Townhouse. Damage will be insured at replacement value unless the aggregate loss exceeds the cap on the blanket coverage. Such insurance shall insure the Owners, the Association, mortgagees, and beneficiaries as their interests appear in the real property records. The Association, Members and Owners waive and release all claims against the Board of Directors, other Owners and Members, a manager, invitees, agents and employees with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by such persons, but only to the extent that insurance proceeds are received for such loss.

In the event of any claim against the Association's Fire and Extended Coverage insurance arising out of damage to any Townhouse, the Owner of the Townhouse generating the claim will be solely responsible for any loss not covered by the Association's Fire and Extended Coverage insurance. Specifically, one or more Owners making a claim shall also pay the amount of the deductible on the Association's Fire and Extended Coverage insurance policy applicable at the time the claim is filed. In no event shall the Association be responsible for compensating the Owner for any loss not covered by the Association's Fire and Extended Coverage insurance. If an Owner does not pay the Association's deductible for an insurance

claim, the Board of Directors may levy a Special Assessment against such Owner for the amount of the deductible.

8.2.2 Bodily Injury and Property Damage Liability insurance, with a commercially reasonable limit, as determined by the Board of Directors, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to at least Common Area, but authorized to include the Townhouses, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

8.2.3 Workmen's Compensation insurance to the extent necessary to comply with applicable laws.

8.2.4 Directors' and Officers' Liability insurance for the Board of Directors in an amount to be determined by the Board of Directors.

8.2.5 Other insurance the Board deems necessary to carry out Association functions.

8.2.6 The Board of Directors shall review Association's insurance coverage at least every two (2) years and report to the Owners at the next Annual Meeting.

8.2.7 Every policy of insurance obtained by the Association shall contain an express waiver, if available, of subrogation rights against the Board of Directors, Owners, Members and invitees. Members shall each pay their share of the premium as part of the regular assessment. With respect to insurance proceeds, the Association is deemed trustee of the interests of all Owners in any insurance proceeds paid to it.

Unless amended in this Amendment, all words used in this Amendment that are used in the Declaration shall have the same meaning if defined in the Declaration. This Amendment shall be in force and effect upon recording in the real property records of Blaine County, Idaho. All other provisions of the Declaration that are not amended by or inconsistent with these provisions remain unmodified and in full force and effect.

By signing below, an authorized officer of the Association certifies that this Amendment has been voted upon and approved by the holders of not less than a majority of the voting rights in the Association.

(Signature and notary acknowledgment is on the following page.)

EFFECTIVE this June 25, 2019.

VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.

By: Lori Holland

Sign name, above

LORI HOLLAND, PRES HOA
Print name and title, above

State of Idaho

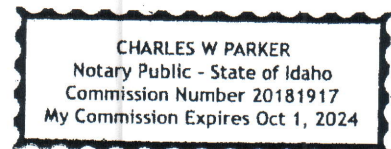
County of Blaine

This record was acknowledged before me on June 25, 2019, by
Lori Holland (signer's name), the President (title) of
VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.

[Signature]
Signature of notary public

My commission expires: 10/1/24

(Stamp)



VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.
BALLOT FOR
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, AND PARTY WALL AGREEMENT
FOR THE
VILLAS AT THE CROSSING TOWNHOUSE DEVELOPMENT

In order to vote, check "Yes, approving the amendment to the declaration" or "No, not approving the amendment to the declaration".

Then, you must print your name, sign the ballot and mail it to the association in the enclosed self-addressed stamped envelope to PO Box 3042, Ketchum, ID 83340. Please return to the association no later than , 2019. You may also fax the ballot to 208-726-1602 or scan and email the ballot to Diane@pioneerwestsunvalley.com.

If you do not return the ballot or mail the ballot by the above date or the Association does not receive it by the final deadline, it will be counted as a "No" vote. Once your ballot is returned, you cannot revoke it.

This amendment requires approval of 75% of the owners, or 3 Sublots based on the total number of 4 Sublots.

Please check one, below:

☒ Yes, approving the amendment to the declaration and authorizing any association officer to sign the amendment, if approved by 75% of Sublot owners.

☐ No, not approving the amendment to the declaration.

LORI HOLLAND

Please print name above line

Lori Holland

Please sign name above line

Current e-mail: LORE.HOLLAND99@EMAIL.COM

VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.
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☐ No, not approving the amendment to the declaration.

PETER F. PALMEDO, MANAGING MEMBER, SV RESERVE LLC
Please print name above line


Please sign name above line

Current e-mail: peter@svgold.com

VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.
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☐ No, not approving the amendment to the declaration.

STEPHEN P. SCHWERD

Please print name above line

SS Schwerd 4/2/2019

Please sign name above line

Current e-mail: schwerd@gmail.com

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☐ No, not approving the amendment to the declaration.

Arthur M McIntosh

Please print name above line

[Signature]

Please sign name above line

Current e-mail: _____

ArthurMcIntosh@gmail.com

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
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Ketchum, Idaho 83340
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(208) 726-5962
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By signing below, an authorized officer of the Association certifies that this Amendment has been voted upon and approved by the holders of not less than a majority of the voting rights in the Association.

(Signature and notary acknowledgment is on the following page.)

EFFECTIVE this 4/2, 2019.

VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.

By: [Signature]
Sign name, above

Arthur McIntosh
Print name and title, above

State of Idaho

County of Blaine

This record was acknowledged before me on _____, 2019, by
_____ (signer's name), the _____ (title) of
VILLAS AT THE CROSSING TOWNHOUSE OWNERS ASSOCIATION, INC.

Signature of notary public (Stamp)
My commission expires: _____