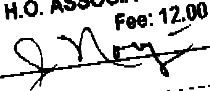


Instrument # 288054
VALLEY COUNTY, CASCADE, IDAHO
2004-10-04 08:54:28 No. of Pages: 4
Recorded for : EAGLE NEST H.O. ASSOCIATION
LELAND G. HEINRICH Fee: 12.00
Ex-Officio Recorder Deputy 
Index to: RESTRICTIVE COVENANT

**SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
EAGLE NEST SUBDIVISION**

THIS SECOND AMENDMENT is made as of the 4~~th~~ day of Oct., 2004, to that certain **Declaration Of Protective Covenants, Conditions, Restrictions and Easements For Eagle Nest Subdivision**, recorded on August 28, 2001, as Instrument No. 256598, records of Valley County, Idaho; as amended by that certain **Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Eagle Nest Subdivision**, dated November 9, 2001, and filed of record with the office of recorder of Valley County, Idaho, as Instrument Nos. 259671 and 259604; and, as supplemented by that certain **Supplemental Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Eagle Nest Subdivision No. 2**, recorded on December 3, 2003 as Instrument No. 278490 (collectively the "Declaration").

The aforesaid Declaration is amended as follows:

1. Section 3.22 of the Declaration shall be modified as follows: The first paragraph of Section 3.22 shall be deleted and replaced with the following:

Section 3.22: Roads: All roads within the Subdivision shall be private; and, the maintenance, repair, replacement and/or plowing thereof shall be the responsibility of the Association; Provided, either the Declarant, prior to the transfer of the said roads to the Association, or, thereafter, the Association, shall be entitled to dedicate all or any portion of the roads to Valley County, as public roads. It is the intention of this Declaration that, in the event that some, but not all, roads within the Subdivision are dedicated to the public and, thereby, become County roads, the cost of maintenance of the remaining non-public roads will be assessed to all Lot Owners, as an annual regular assessment. Notwithstanding this intention, the Board shall have the discretion, without any obligation, in such case, to assess road maintenance costs as Limited Assessments, if compelling justification to do so is found to exist. Such decision shall be within the sole discretion of the Board; and, all Owners waive any claims regarding the Board's assessment of road maintenance costs as Limited Assessments, or the Board's failure to do so.

2. Section 7.2.C of the Declaration shall be modified as follows: Section 7.2.C shall be deleted in its entirety and replaced with the following:

“Section 7.2: Declarant’s Reservations:

C. Declarant reserves the following easements:

(1) a fifteen foot (15’) easement along the outer or exterior boundary of the Property for purposes of installation, maintenance and repair of fencing, and for utilities;

(2) for those lots shown on the Final Plat For Eagle Nest Subdivision: a ten foot (10’) utility easement along the boundary of all Lots which abut a Road, as depicted on the recorded Final Plat for Eagle Nest Subdivision;

(3) for those lots shown on the Final Plat For Eagle Nest Subdivision No. 2: a twenty foot (20’) utility easement along the boundary of all Lots which abut a Road, plus twenty feet (20’) on either side of adjoining property lines from the Road for a distance of forty feet (40’) back from a Road, as depicted on the recorded Final Plat for Eagle Nest Subdivision No. 2; and,

(4) all such additional easements as are depicted on the recorded Final Plat for Eagle Nest Subdivision and the Final Plat for Eagle Nest Subdivision No. 2.”

3. Section 9.8 of the Declaration shall be modified as follows: Section 9.8 shall be deleted in its entirety and replaced with the following:

Section 9.8: Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member as a remedy to reimburse the Association:

A. For costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents; or,

B. For other Association expenditures which uniquely benefit one or more individual Lots, as opposed to the Property as a whole; provided, that, prior to the expenditure, two-thirds of the Owners of the Lots which will be subject to the Limited Assessment have consented to the expenditure

4. Except as modified herein, the terms and conditions set forth in the Declaration shall be applicable to and binding on the Property.

The aforesaid Second Amendment was approved by vote of the membership of the Eagle Nest Subdivision Property Owner's Association, on September 11, 2004, at a properly noticed meeting of the membership of the Association, at which a quorum of 50 members were present, either in person or by proxy. A total of 50 votes were cast, with 43 votes cast in favor of the Amendment, and 7 votes cast in opposition to the Amendment.

IN WITNESS WHEREOF, the Declaration is hereby amended as aforesaid, effective the date and year first above-noted.

EAGLE NEST PROPERTY OWNERS' ASSOCIATION

By: 
CRAIG BABER, President

Attest 
CHARLENE FUNKHOUSER, Secretary

IN WITNESS WHEREOF, the Declarant hereby consents to this Amendment pursuant to Section 10.5 of the Declaration effective on the date set forth above.

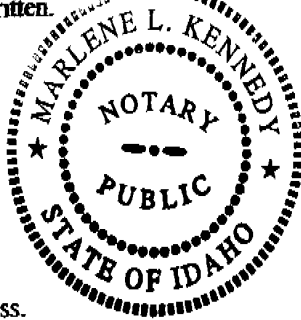
EAGLENEST, LLC

By: 
F. PHILLIP DAVIS, Managing Member

STATE OF IDAHO,)
(ss.
County of Valley)

On this 4th day of Oct, 2004, before me, Marlene L. Kennedy, a Notary Public in and for said State, personally appeared **F. Phillip Davis**, known or identified to me to be the **Managing Member of the Limited Liability Company** that executed the aforesaid Second Amendment, or the person who executed the Declaration on behalf of the said Limited Liability Company, and acknowledged to me that the said Company did execute 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.

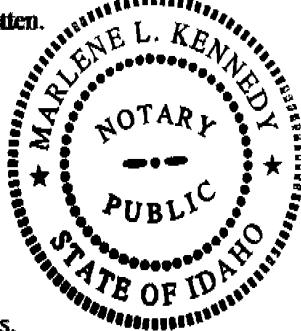


Marlene L. Kennedy
NOTARY PUBLIC FOR IDAHO
Residing at: Cascade ID
My Commission Expires: 1/26/08

STATE OF IDAHO,)
(ss.
County of Valley)

On this 4th day of Oct, 2004, before me, Marlene L. Kennedy a Notary Public in and for said State, personally appeared **Craig Baber**, known or identified to me to be the **President of the Association** that executed the aforesaid Second Amendment, and acknowledged to me that the said Association did execute 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.

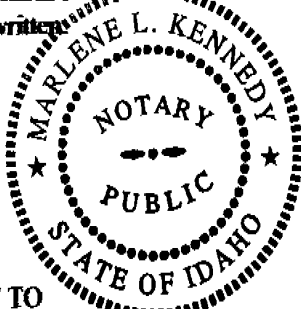


Marlene L. Kennedy
NOTARY PUBLIC FOR IDAHO
Residing at: Cascade ID
My Commission Expires: 1/26/08

STATE OF IDAHO,)
(ss.
County of Valley)

On this 4th day of Oct, 2004, before me, Marlene L. Kennedy, a Notary Public in and for said State, personally appeared **Charlene Funkhouser**, known or identified to me to be the **Secretary of the Association** that executed the aforesaid Second Amendment, and acknowledged to me that the said Association did execute 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.



Marlene L. Kennedy
NOTARY PUBLIC FOR IDAHO
Residing at: Cascade ID
My Commission Expires: 1/26/08