

After Recording Return to:

Glenbrook Townhomes Owners Association, Inc.
c/o DS Property Management
P.O. Box 45387
Boise, ID 83711

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=20 HEATHER LUTHER
GLENBROOK TOWNHOMES

2019-094644
10/01/2019 01:39 PM
AMOUNT:\$67.00



This Space Reserved for Recording Purposes

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR GLENBROOK TOWNHOMES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for GLENBROOK TOWNHOMES (this "First Amendment") is made and entered into the 27th day of June, 2019 by and between the members of Glenbrook Townhomes Owners Association, Inc. ("Association").

RECITALS

A. The undersigned owners ("Owners") are each members of the Association and constitute at least seventy-five percent (75%) of the Owners within Glenbrook Townhomes Subdivision in Boise, Ada County, Idaho.

B. The Owners desire to amend the Declaration of Covenants, Conditions, Restrictions and Easements for Glenbrook Townhomes recorded July 29, 1997 as Instrument No. 97060104), records Ada County, Idaho (the "Covenants") as set forth in this First Amendment.

AMENDMENT

In consideration for the mutual promises set forth herein and for other good and valuable consideration, which is hereby acknowledged, the Owners agree to amend the Covenants as set forth below.

1. Amendment to Article II, Section 6. Leasing. Owners are allowed to lease their Individual Units within the boundaries as set forth below:

(a) Renting and Leasing. In order to maintain the character of Glenbrook Townhomes Subdivision as primarily a housing community for owner-occupants, and to assure that the Individual Units meet the requirements of institutional first mortgagees, institutional and governmental agency guarantors, and mortgage insurers necessary to qualify buyers and Owners for Owner-occupant residential financing, no more than thirty percent (30%) of the total Individual Units shall be leased at any time ("Maximum Limit"), in accordance with the terms of this Section.

(b) Approval to Lease. The Board of Directors or such person authorized to act on behalf of the Board of Directors ("Board") shall maintain a list of Individual Units that are leased. If an Owner desires to lease an Individual Unit, such Owner shall provide written notice

to the Board at least thirty (30) days prior to the proposed commencement date of any such lease. If the Board receives notice of intent to lease an Individual Unit from an Owner, and such lease meets all requirements set out below in (d) and will not increase the number of leased Individual Units above the thirty percent (30%) Maximum Limit, then the Board shall provide written notice of the approval of such lease to the requesting Owner.

(c) Leasing Wait List. If the Board receives a notice of intent to lease an Individual Unit from an Owner, and the number of leased Individual Units is already at or would be more than the thirty percent (30%) Maximum Limit, the Owner providing such notice of intent to lease shall be notified by the Board that the thirty percent (30%) Maximum Limit has already been reached. The Board shall maintain a Leasing Wait List of Owners that sought permission to lease their Individual Units but were unable to do so due to the thirty percent (30%) Maximum Limit, which Leasing Wait List shall be maintained according to the date of each Owner's request to lease.

(d) Lease Agreements. Any lease agreement for an Individual Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provisions of the Covenants, shall be for a term of not less than three (3) calendar months and no longer than twelve (12) calendar months, and shall provide that the failure by the tenant to comply with the terms of the Covenants shall be a default under the lease and the Owner shall be liable for any violation(s) committed by tenants of the Owner. Owner must have a professional management company handle the lease, making sure proper background checks have been completed and deposits have been collected. Prior to the commencement of the term of the lease the Owner shall notify the Board, in writing, of the name or names of the tenants and the time during which the lease term shall be in effect. If a lease is less than an entire Individual Unit, the Unit must be Owner-occupied and the same restrictions apply, with the exception of the lease being handled by a professional management company, and that partial lease shall be counted as part of the thirty percent (30%) Maximum Limit. If an Owner leases an Individual Unit in violation of the restrictions set forth in this subsection (d) or otherwise fails to comply with this subsection (d), such Owner shall be in default of the Covenants, and shall indemnify, defend and hold harmless the Board and the other Owners from and against any and all claims, loss or damage arising from or related to such violation.

(e) Re-Leasing; Change of Tenants. At least thirty (30) days prior to the expiration of an existing lease of an Individual Unit, or within five (5) days of the termination of an existing lease, the Owner of such Unit shall notify the Board of such expiration or termination. Additionally, the Owner shall at that time provide written notice to the Board of its intent to either re-lease the Individual Unit to another tenant or to be removed from the list of Individual Units approved for leasing. If an Owner does not lease its Individual Unit within ninety (90) days of such expiration or termination date, the Board's approval for leasing shall be revoked and the next owner on the Leasing Wait List will be moved up.

(f) Lease Opportunity Notice. If the number of leased Individual Units falls below the thirty percent (30%) Maximum Limit, the Board shall provide the first Owner on the Leasing Wait List (if any) with notice of the ability to lease such Owner's Individual Unit (the "Lease Opportunity Notice"). If an Owner declines to lease its Individual Unit or does not lease its Individual Unit within ninety (90) days of receipt of a Lease Opportunity Notice, the Board's

approval for such Owner to lease its Individual Unit shall be revoked, and the Board shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this subsection (f) may resubmit a new request to the Board for a new approval subject to Section 1).

(g) Exceptions for Hardship will be considered by the Board of Directors after submission of an application.

2. Amendment to Article II, Section 2 and Section 5(b). Association Obligation to Maintain Landscaping; Maintenance. The responsibilities of the Association under Article II, Sections 2 and 5(b) of the Covenants shall be limited as follows:

(a) The Association's obligation to maintain the exterior of the structures on the properties includes only: painting and repairs and replacement of exterior siding and roofing, and to contract and pay for such maintenance, repair and replacement.

(b) The Association's obligation to maintain the grounds, yards, and other landscape areas includes turf maintenance of front and back yards of Individual Units and Common Areas and boundary fencing and gates only. It is the responsibility of the individual Owners to maintain front flowerbeds in a manner aesthetically pleasing. This also includes pruning of trees in the Common Areas and pruning of trees in front yards up to fifteen (15) feet. It is the responsibility of the individual Owners to keep trees on their property pruned so as to not cause damage to the roof of the Owner's Individual Unit. Individual homeowner flowers beds and trees are the responsibility of the individual owners.

(c) Drainage issues on properties are the sole responsibility of the individual owners. This includes, but is not limited to, courtyard drains, gutter drains, and slope related issues.

3. Miscellaneous

(a) This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(b) Except as expressly amended by this First Amendment, the terms, conditions, and provisions of the Covenants shall remain in full force and effect. The Covenants shall be construed, to the extent possible, so as to be consistent with this First Amendment. In the event of any conflict between the Covenants and this Amendment, this Amendment will control.

(c) This First Amendment shall be effective as of the date of recording in the official records of Ada County, Idaho.

[Signature pages follow immediately.]

OWNER:

Lindsay Okaneke

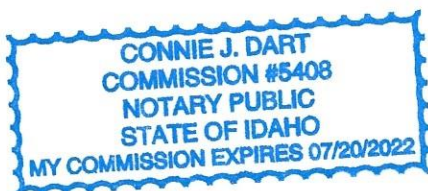
Printed Name Lindsay Okaneke

State of Idaho)

: ss.

County of Ada)

On this 2nd day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Lindsay Okaneke, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Teresa A Lewis

Printed Name TERESA A Lewis

State of Idaho)

: ss.

County of Ada)

On this 2nd day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Teresa A. Lewis, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNERS

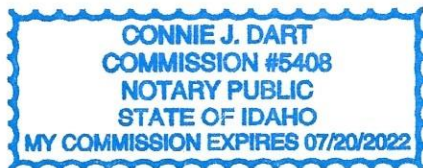
Richard L. Smith
Printed Name RICHARD L. Smith

Renee A. Smith
Printed Name RENEE A. Smith

State of Idaho)
: ss.
County of Ada)

On this 2nd day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Smith and Renee A. Smith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.

Connie Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

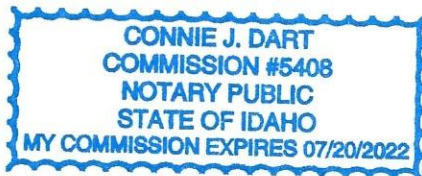


OWNER:

Janette V Beckwith
Printed Name Janette V. Beckwith

State of Idaho)
: ss.
County of Ada)

On this 30th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Janette V. Beckwith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



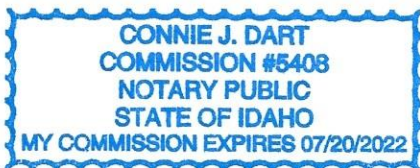
Connie Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Shirley J Blomberg
Printed Name Shirley J Blomberg

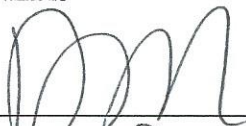
State of Idaho)
: ss.
County of Ada)

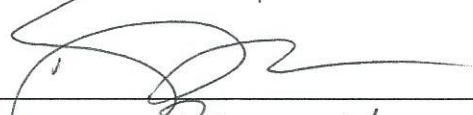
On this 1st day of Sept, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley J. Blomberg, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

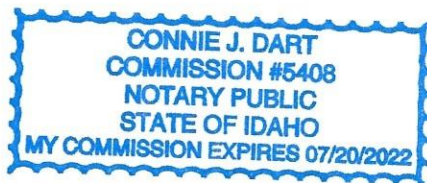
OWNERS

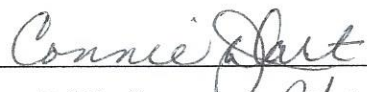

Printed Name Dayna Mitchell


Printed Name BRIAN MITCHELL

State of Idaho)
County of Ada) : ss.

On this 31st day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Dayna Mitchell and Brian Mitchell, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



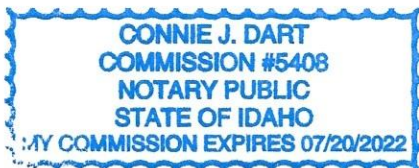

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Gary L. Apter
Printed Name GARY L. APTER

State of Idaho)
County of Ada) : ss.

On this 18th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Apter, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



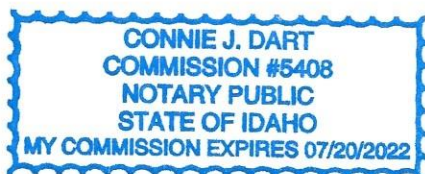
Connie J. Dart
Notary Public for Idaho
Residing at Boise
My Commission Expires 7-20-22

OWNER:

Jane Peters
Printed Name Jane Peters

State of Idaho)
County of Ada) : ss.

On this 31st day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jane Peters, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-22

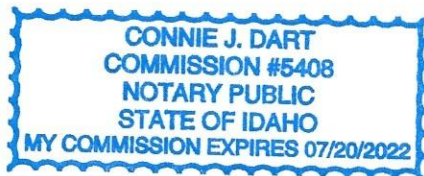
OWNERS

Donna L. Noel
Printed Name DONNA L. Noel

William K. Noel
Printed Name William Noel

State of Idaho)
: ss.
County of Ada

On this 31st day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Donna L. Noel and William K. Noel, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Rebecca T Ashlin
Printed Name Rebecca T. Ashlin

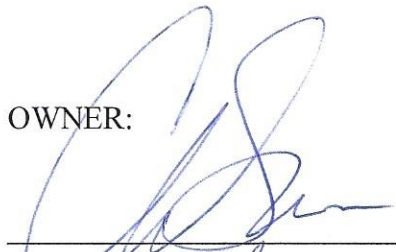
State of Idaho)
County of Ada) : ss.

On this 30th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca T. Ashlin, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:



Printed Name CHARLES M. SHAW

State of Idaho)

County of Ada) : ss.

On this 30th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles M. Shaw, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie Dart
Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires 7-20-2022

OWNERS

Tawny L. Aldrich
Printed Name Tawny L. Aldrich

Ken H. Aldrich
Printed Name Ken H. Aldrich

State of Idaho)
County of Ada) : ss.

On this 30th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Tawny L. Aldrich and Ken H. Aldrich, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



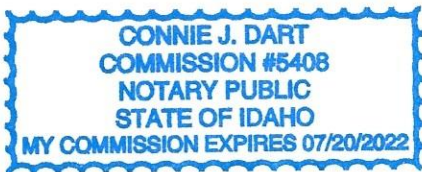
Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Matthew R. Storm
Printed Name Matthew R. Storm

State of Idaho)
: ss.
County of Ada)

On this 22nd day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew R. Storm, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



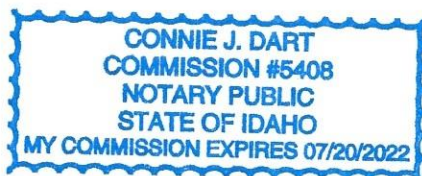
Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-22

OWNER:

Donna J. Martorello
Printed Name DONNA J. MARTORELLO

State of Idaho)
: ss.
County of Ada)

On this 30th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Donna J. Martorello, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



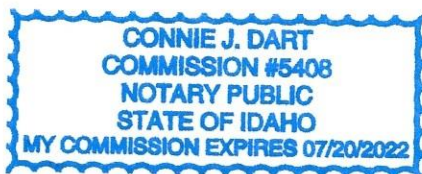
Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Julianne Ball
Printed Name Julianne Ball

State of Idaho)
County of Ada) : ss.

On this 23rd day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Julianne Ball, known or identified to me to be the person whose name is subscribed to the within instrument, proved to me to be the attorney in fact on behalf of Roberta E. Powell, and acknowledged to me that she executed the same on behalf of Roberta E. Powell.



Connie J. Dart
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 7-20-2022

OWNER:

Connie J. Dart
Printed Name Connie J. Dart

State of Idaho)
County of ADA) : ss.

On this 3RD day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Connie Dart, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Lisa K. Hensley
Notary Public for Boise, Idaho
Residing at Boise, ID
My Commission Expires 2/06/2021

OWNER:

Catherine Ann Smith

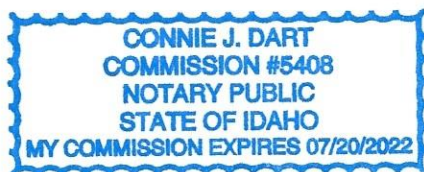
Printed Name Catherine Ann Smith

State of Idaho)

: ss.

County of Ada)

On this 31st day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Catherine Ann Smith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie J. Dart

Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires 7-20-2022

OWNER:

Joseph R. Williams

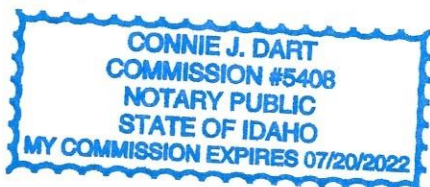
Printed Name JOSEPH R. WILLIAMS

State of Idaho)

: ss.

County of Ada)

On this 13th day of Sept., 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph R. Williams, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Connie J. Dart

Notary Public for Idaho


Residing at Boise, Idaho

My Commission Expires 7-20-22

OWNERS



Printed Name James K. Griffith




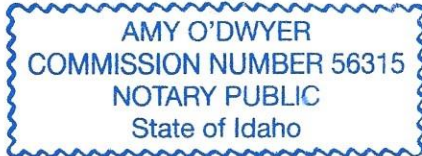
Printed Name NANCY L. GRIFFITH

State of Idaho

: ss.

County of Ada

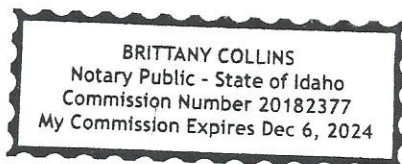
On this 20 day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James and Nancy Griffith, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.


Notary Public for Idaho
Residing at Boise
My Commission Expires June 16, 2022

By: *Rodman Barker*
Printed Name RODMAN N. BARKER
Its: _____

State of Idaho
County of Ada : ss.

On this 12 day of September 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodman Barker, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said entity.



Brittany Collins
Notary Public for US Bank
Residing at Boise, ID
My Commission Expires Dec 6, 2024

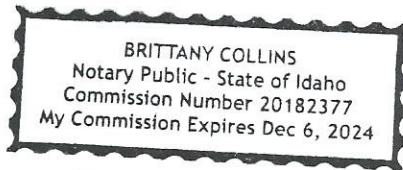
Signature Page to First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Glenbrook Townhomes

RIVULET PROPERTIES LLC

By: [Signature]
Printed Name RODMAN N BARKER
Its: _____

State of Idaho)
County of Ada) : ss.

On this 12 day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Rodman Barker For Rivulet Properties LLC known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said entity.



[Signature]
Notary Public for US Bank
Residing at Boise, ID
My Commission Expires Dec 6, 2024

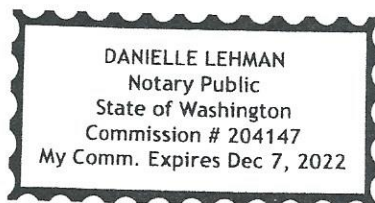
Signature Page to First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for Glenbrook Townhomes

OWNER:

Larry Logue
Printed Name LARRY Logue

State of WASHINGTON
County of KING : ss.

On this 10 day of September 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Logue, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Danielle Lehman
Notary Public for WASHINGTON STATE
Residing at KING COUNTY
My Commission Expires 12/07/2022

OWNERS

J Wolf
Printed Name JONATHAN WOLF

H Wolf
Printed Name Holly Wolf

State of Idaho)
County of Ada : ss.

On this 20th day of September 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Wolf & Holly Wolf, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same.



Michelle Morgan
Notary Public for State of Idaho
Residing at 72 N. Pit Lane, Nampa ID
My Commission Expires 09-26-2025