

Recording Requested By and
When Recorded Return to:

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GIVENS PURSLEY LLP
601 W. Bannock Street
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO DECLARATON OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE PARKWAY AT 43RD COMMUNITY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE PARKWAY AT 43RD COMMUNITY ("Amendment") is made effective as of November *6th*, 2018 ("Effective Date"), by Parkway at 43rd LLC, an Idaho limited liability company whose address is P.O. Box 50111, Boise, Idaho 83705 ("Grantor"). All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Declaration (as hereinafter defined).

RECITALS:

WHEREAS, Grantor is the "Grantor" as that term is defined in the Declaration of Covenants, Conditions, Restrictions and Easements for the Parkway at 43rd Community, recorded July 18, 2018 as Instrument No. 2018-067089, and re-recorded on July 26, 2018 as Instrument No. 2018-069838, in the records of Ada County, Idaho (the "Declaration") and related to the following Property:

Lots 1 through 36 in Block 2 of the Twotown Parkway Subdivision No 2, according to the official plat thereof, filed in Book 114 of Plats at Pages 16862-16864, official records of Ada County, Idaho.

WHEREAS, the Community is, as of the date hereof, subject to Grantor's rights during the Initial Development Period and accordingly each Owner has appointed Grantor as its proxy with respect to such Owner's right to vote on matters subject to the vote of the Owners, including voting with respect to amendments of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor on behalf of itself and as proxy on behalf of the other Owners, if any, covenants and agrees as follows:

1. Amendment to Declaration. Notwithstanding anything to the contrary contained herein, Section 2.6.8.5 of the Declaration is hereby amended, in relevant part, by exempting the following Residential Lots ("Exempt Lots") from (i) the requirement that the Association obtain a homeowners'

First Amendment to Declaration of Covenants Conditions Restrictions and Easements for Parkway at 43rd
Community
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casualty policy for such Residential Lots, and (ii) assessments in connection with the premium for such policy as a Regular Assessment to the Residential Lot Owners of the Exempt Lots:

Lots 2-7;
Lots 16-21,
Lots 26-31,
Lots 32 and 35

The Owners of the Exempt Lots shall be responsible, at their sole cost and expense, for obtaining their own homeowners' casualty insurance policy, and each Owner of an Exempt Lot shall cause such Owner's homeowners' casualty insurance policy for such Exempt Lot to: (i) be in such amount as shall provide for full replacement value of the improvements on such Owner's Lot (as of the date of initial sale by Grantor to the initial Owner), including, but not limited to, those costs associated with rebuilding, design, any required permits, legal fees and any other fees associated with replacement of the improvements on such Lot(s) in the event of damage or destruction from the casualty against which such insurance is obtained (to the extent coverage of all such items is available on commercially reasonable terms); (ii) provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice is first given to each Owner and to each first mortgagee requesting such notice; (iii) include fire and extended coverage, vandalism and mischief, and such other risks and hazards against which the Owner deems it appropriate to provide insurance protection.

2. **Miscellaneous.** The recitals set forth above are incorporated herein by this reference. Except as set forth in this Amendment, the terms and provisions of the Declaration are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Declaration regarding choice of law, attorneys' fees and successors and assigns. This Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Captions and paragraph headings are used herein for convenience only, are not a part of this Amendment or the Declaration as amended by this Amendment and shall not be used in construing either document. On and after the date hereof, each reference in the Declaration to "this Declaration," "hereunder," "hereof," "herein," or words of like import, and each reference in the other documents and agreements relating to the Declaration, shall mean and be a reference to the Declaration as amended hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the Effective Date.

GRANTOR:

PARKWAY AT 43RD, LLC,
an Idaho limited liability company

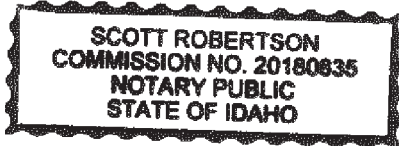
By: Bill Truax
Its: Manager

STATE OF IDAHO)
 : ss.
County of Ada)

On this 6th day of November, 2018, before me, a Notary Public in and for the State of Idaho, personally appeared Bill Truax, known or identified to me to be the manager of the limited liability company of Parkway at 43rd, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Handwritten Signature]



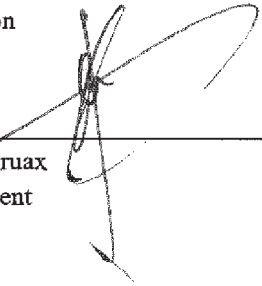
Notary Public for Idaho
Residing at: _____
My commission expires: 5/9/24

[Signatures continue on next page.]

ACKNOWLEDGED AND AGREED:

ASSOCIATION:

PARKWAY AT 43RD COMMUNITY
ASSOCIATION, INC., an Idaho non-profit
corporation

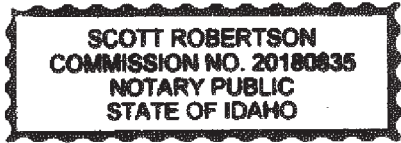



By: Bill Truax
Its: President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 6th day of November, 2018, before me, a Notary Public in and for the State of Idaho, personally appeared Bill Truax, known or identified to me to be the President of Parkway at 43rd Community Association, Inc., an Idaho non-profit corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public for Idaho
Residing at: _____
My commission expires: 5/9/24