



**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE LAKE AT CHERRY LANE HOA 3, 4 & 5**

WHEREAS, the members of the Association adopted the following amendment to the Declaration of Covenants, Conditions, and Restrictions for the Association by the affirmative vote of members representing over two-thirds of the members of record by written ballot.

NOW THEREFORE, the members of the Association, hereby amends the Declaration of Covenants, Conditions, and Restrictions for the Association as follows:

Article III, Section 3, Assessments shall have the following language added to it...

L. Limited Assessments: In addition to regular and Special Assessments, Owners shall pay Limited Assessments as follows:

1. **Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the board, to protect the Association's interests, Common Area, or any other portion of the Property, and if the Owner of said lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
2. **Correction of Violation.** In addition to maintenance and repair, the Board, upon failure or refusal of an Owner to correct a violation of this Master Declaration, or the Architectural Control Committee Standards, shall have the power to correct any such violation on a Lot or any improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses, and attorneys' fees shall be assessed and collected as a Limited Assessment. The Board shall levy said Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such Correction, and any other cost or expense, including attorneys' fees, arising out of or incident to such Correction and the Assessment therefor.
3. **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.
4. **Maximum Annual Assessment:** Limited Assessments shall not be subject to the constraints of the Maximum Annual Assessment as set forth in part C of this Section the Declaration.

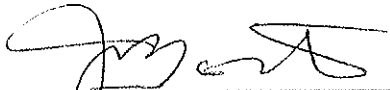
M. Enforcement of Assessments:

1. **Right to Enforce.** The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment or Limited Assessment, or to enforce compliance with or specific performance of any of the terms

and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

2. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots, pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration, except only for: (I) Valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (II) a lien for all sums unpaid and secured by a first Mortgage or First Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (III) Labor or Material man's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent is specifically set forth in the instruments creating such other liens.

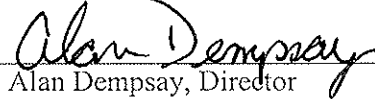
This Amendment to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS shall be effective as of the 1st Day of January, 2009.



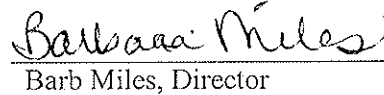
Jim Borton, Director



Nicholas DiPietro, Director



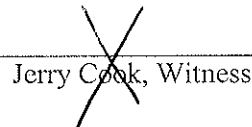
Alan Dempsay, Director



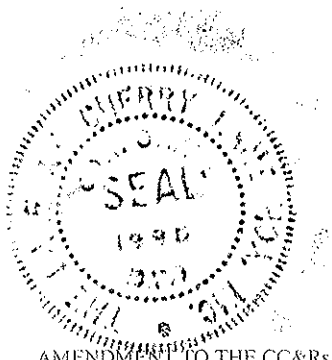
Barb Miles, Director



Justin & Bonnie Pirtle, Director



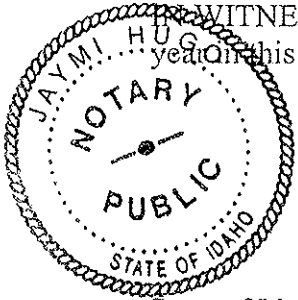
Jerry Cook, Witness



State of Idaho)
)ss.
County of Ada)

On this *1st* day of *January, 2009* before me, the undersigned, a Notary Public in and for the said State, personally appeared **Jim Borton**, known to me to be the person whose name is subscribed to the attached and acknowledge to me that he subscribed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this 1st day of January, 2009.

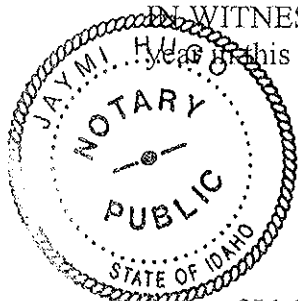


Notary Public *Jaymi Hugo*
Notary Public for the State of Idaho
Residing at Meridian, ID
My appointment expires: 2/10/2012

State of Idaho)
)ss.
County of Ada)

On this *1st* day of *January, 2009* before me, the undersigned, a Notary Public in and for the said State, personally appeared **Nicholas DiPietro**, known to me to be the person whose name is subscribed to the attached and acknowledge to me that he subscribed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this 1st day of January, 2009.

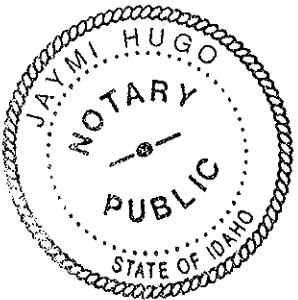


Notary Public *Jaymi Hugo*
Notary Public for the State of Idaho
Residing at Meridian, ID
My appointment expires: 2/10/2012

State of Idaho)
)ss.
County of Ada)

On this *1st* day of *January, 2009* before me, the undersigned, a Notary Public in and for the said State, personally appeared **Alan Dempsay**, known to me to be the person whose name is subscribed to the attached and acknowledge to me that he subscribed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this 1st day of January, 2009.

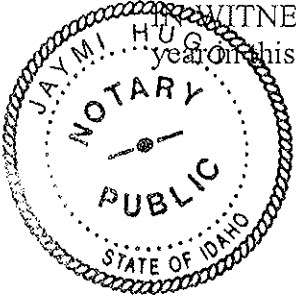


Notary Public *Jaymi Hugo*
Notary Public for the State of Idaho
Residing at Meridian, ID
My appointment expires: 2/10/2012

State of Idaho)
)ss.
County of Ada)

On this *1st* day of *January, 2009* before me, the undersigned, a Notary Public in and for the said State, personally appeared *Barbara Miles*, known to me to be the person whose name is subscribed to the attached and acknowledge to me that he subscribed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year on this *1st* day of *January* 2009.

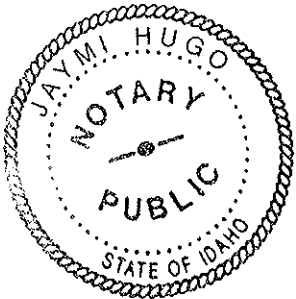


Notary Public *Jaymi Hugo*
Notary Public for the State of Idaho
Residing at Meridian, ID
My appointment expires: 2/10/2012

State of Idaho)
)ss.
County of Ada)

On this *1st* day of *January, 2009* before me, the undersigned, a Notary Public in and for the said State, personally appeared *Justin Pirtle*, known to me to be the person whose name is subscribed to the attached and acknowledge to me that he subscribed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this *1st* day of *January* 2009.



Notary Public *Jaymi Hugo*
Notary Public for the State of Idaho
Residing at Meridian, ID
My appointment expires: 2/10/2012