

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CAVEN RIDGE ESTATES SUBDIVISION

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVERNANTS,
CONDITIONS AND RESTRICTIVE COVENANTS FOR CAVEN RIDGE ESTATES
SUBDIVISION ("First Amendment") is made effective as of May 25, 2017, by Cavanaugh JV,
LLC., an Idaho limited liability company (Owner or Grantor)

ARTICLE 1: RECITALS

1.1 Owner entered into and recorded a certain Master Declaration of Covenants, Conditions
and Restrictions for Caven Ridge Estates Subdivision, Instrument No. 2016-126175 of the Ada
County Recorder's Office ("Restrictive Covenants")

1.2 This First Amendment is made and entered into pursuant to the authority granted in
Section 17.2 of the Restrictive Covenants.

1.3 The Restrictive Covenants are amended in the following particulars.

ARTICLE II: AMENDMENT

Section 4.19, shall be deleted and replaced as follows:

Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be
erected or maintained on the property unless it is approved by the Architectural Committee and
located or screened in a manner acceptable to said Architectural Committee. No satellite dishes
shall be allowed on the Property; provided, however, that small dishes of approximately three (3)
feet or less diameter may be placed in an appropriate portion of a Lot, preferably not visible from
the street, and subject to all terms and conditions, including screening, which may be imposed in
the sole discretion of the Architectural Committee.
the statement.

Section 4.21, shall be deleted and replaced as follows:

The Owner of a Building Lot shall have the right to lease such Building Lot and residential
structure thereon, but the Owner shall be liable for any violation of the Project Documents and
this Declaration committed by the tenant of such Owner.

Section 7.8.2 shall be deleted and replaced as follows:

Fine for Violation. The Board shall be entitled to impose a fine of \$10.00 per day or a maximum
of \$900.00 total, as a Limited Assessment, against an Owner who has caused or permitted the
violation of any of the restrictions, conditions or covenants contained in this Declaration,
provided that the Owner is given at least fifteen (15) days' notice of the proposed monetary
penalty and a timely opportunity to be heard on the matters. The opportunity to be heard shall be
in writing. The notice shall be given to the Owner personally, by first class mail or certified mail

to or at the last known address shown in the records of the Association and shall state the date by which the writing must be delivered to the Association and the date of the Association's meeting to consider the writing. The hearing shall be conducted by the Board or by a committee composed of not less than three (3) persons appointed by the Board. The hearing shall be conducted in good faith and in a fair and reasonable manner. Any subsequent violation of the same nature by the Owner within one (1) years from the last violation will not require additional notification and hearings by the Association for the additional fine levied. If the Owner fails to respond to the notice of imposed fine within ten (10) days of its receipt by the Owner, the Owner shall be deemed to have waived the opportunity to be heard. At the Board's sole discretion, any such fine once levied may be subsequently removed on a case-by-case basis.

Additionally, there is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments (including Limited and Special Assessments) and Architectural Control Committee fees ("Fees") levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment and/or Fees in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments and/or Fees on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

Upon default of any Owner in the payment of any Regular, Special or Limited Assessment or Fees issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board of the Association is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

Any monetary penalty as provided herein shall be a Limited Assessment, to which such Owner's Building Lot is subject and shall be in addition to any other Assessments levied by the Association pursuant to the provisions of this Declaration, and shall not be subject to any of the

requirements, limitations or restrictions on the amount or uniformity of Assessments contained herein. Failure by the Association to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.7 shall be added as follows:

The ACC Design Standards are hereby incorporated into this Declaration. As the ACC Design Standards are modified or amended, the modifications and amendments shall automatically be incorporated herein without further action of the ACC or the Association's Board.

Section 12. 2 shall be deleted in its entirety.

Article XV: RESOLUTION OF DISPUTES shall be deleted and replaced as follows:

Article XV: ENFORCEMENT AND NON-WAIVER.

15.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.


15.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

15.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

15.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive. The prevailing party to any action contemplated herein is entitled to reasonable attorney fees and costs.

15.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

IN WITNESS WHEREOF, the undersigned, each being an Owner herein, hereunto set their hands and seal this 26 day of May, 2017.

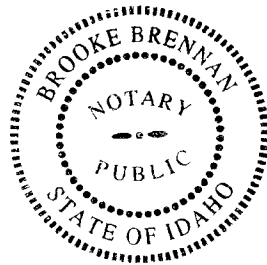


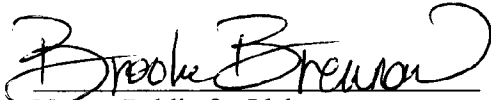
CAVANAUGH JV, LLC.
By: Ryan Minert, Owner of 2/3 of all Lots

STATE OF IDAHO)
 : ss.
County of Ada)

On this 26th day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Minert, Manager of Cavanaugh JV, LLC known to me to be the person who executed the foregoing FIRST AMENDMENT TO MASTER ECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CAVENRIDGE ESTATES SUBDIVISION and acknowledged to me that he executed 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.





Notary Public for Idaho
Residing at: Emmett, ID
My Commission Expires: 1.16.2019