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WHEN RECORDED MAIL TO:

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ATTN: Kimbell D. Gourley, Esq.

(Space above this line for Ada County Recorder's use)

**THIRD AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
STREAMSIDE SUBDIVISION**

This Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision ("Third Amendment") is made as of the 10th day of November, 2022, by the Building Lot Owners of the Streamside Subdivision.

RECITALS:

- A. Starwood of Eagle, Inc, an Idaho corporation (the "Declarant") owned and was subdividing and developing a certain parcel of property located north of Chinden Boulevard off of Eagle Road in Eagle, Idaho, to ultimately be known as the Streamside Subdivision (the "Streamside Subdivision");
- B. The Streamside Subdivision was developed in one (1) phase, which phase is identified on the recorded plats relating to the Streamside Subdivision and more particularly described as follows (the "Plat"):

That certain plat for Streamside Subdivision recorded with the Ada County, Idaho Recorder's Office on January 26, 1999, as Instrument No. 99007614, in Book 75 on pages 7750-7754 (the "Plat").

- C. On July 16, 1998, the Streamside Homeowners Association, Inc., an Idaho non-profit corporation, was formed by filing Articles of Incorporation with the Idaho Secretary of State (the "Streamside HOA");

D. The undersigned are the president and secretary of the Streamside HOA, and certify and attest that this Third Amendment has been approved by the vote or written consent of an amount equal to or more than fifty (50%) percent of the votes in the Streamside HOA as required by Section 15.2.2 of Article XV of the Amended Declaration (defined below);

E. On or about November 3, 1997, the Declarant, as grantor, executed a certain Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision in relation to the property described therein (the "Property"), which declaration was recorded with the Ada County, Idaho Recorder's Office on November 3, 1997, as instrument number 97091645 (the "Original Declaration");

F. On or about July 14, 1998, the Declarant, as grantor, executed a certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision in relation to the Property, which amended and restated declaration was recorded with the Ada County, Idaho Recorder's Office on July 16, 1998, as instrument number 98068340 (the "Amended Declaration");

G. Pursuant to Section 15.2 of Article XV of the Amended Declaration, (i) the Declarant has the right to amend the Amended Declaration, and any previous amendments thereto, and (ii) the Owners have the right to amend the Amended Declaration, and any previous amendments thereto by a vote or approval of more than fifty (50%) percent of the votes in the Streamside HOA;

H. On or about August 28, 1998, Declarant caused an Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision to be recorded with the Ada County, Idaho Recorder's Office as Instrument No. 98083179 (the "First Amendment");

I. On or about May 17, 2006, the Building Lot Owners caused an Amendment No. 2 to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision to be recorded with the Ada County, Idaho Recorder's Office as Instrument No. 106124021 (the "Second Amendment");

J. The Original Declaration, Amended Declaration, First Amendment, and Second Amendment are collectively defined and referred to herein as the "Declaration";

K. Subject to the conditions set forth herein, the Building Lot Owners now desire to amend the Declaration, as previously amended, in accordance with the terms hereof; and

L. Upon the recording hereof, the terms and provisions set forth in the Declaration, as amended, shall be further amended by the terms of this Third Amendment.

NOW, THEREFORE, the Declaration shall be, and is hereby, amended as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are hereby incorporated herein as if set forth in full.

2. **Amendment.** Article IV entitled "GENERAL AND SPECIFIC RESTRICTIONS", Section 4.5 entitled "Signs", is hereby amended and modified in full to state as follows:

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) a temporary sign naming the contractors, the architect, and the lending institution for a particular construction operation that are not placed in Common Areas; (3) such signs identifying Streamside, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Streamside Common Area; (4) informational signs required by governmental entities in connection with the Pathway Easements; (5) one (1) sign of customary and reasonable dimensions not to exceed two (2) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; and (6) political signs. All signage including signage for the exceptions listed as (1)-(6) must comply with the Association's and/or the Architectural Committee's rules or guidelines. Without limiting the foregoing, no sign shall be placed in the Streamside Common Area without the approval of the Architectural Committee or the Association. At no time shall an Owner, other than Grantor, place more than one sign, excluding political signs, not to exceed two (2) feet by two (2) feet on a Building Lot.

The Association and/or Architectural Committee may adopt reasonable rules, subject to any applicable laws or ordinances, regarding the time, size, place, number, and manner of display of signs.

The Association may remove a sign, including but not limited to political signs, without liability if the sign:

- (a) Is placed within the Common Areas, other property or improvements owned or maintained by the Association, or property owned in common by the members of the Association;
- (b) Threatens the public health or safety;
- (c) Violates an applicable law or ordinance; or
- (d) Is accompanied by sound or music or if any other materials are attached to the sign.
- (e) Except as provided hereinabove, the Association shall not remove a political sign from the property of a member or impose any fine or penalty upon the member unless it has first provided the member three (3) days' written notice that specifically identifies the rule and the nature of the violation.

For the purpose of this chapter, "political sign" means any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure.

3. **Additional Amendment.** Article V entitled “STREAMSIDE HOMEOWNERS ASSOCIATION”, Section 5.5.1.1(a) entitled “Fines”, is hereby amended and modified in full to state as follows:

5.5.1.1(a) Fines. The Board of Director, in accordance and in compliance with the Idaho “Homeowner’s Association Act, as amended from time to time, has the power to levy fines on any member in violation of Architectural Guideline and/or the Declaration. A majority vote by the Board is required before any fine may be imposed on a member or a violation of any covenants and restrictions pursuant to the rules and regulations of the Association. Written notice must be provided to the member at least thirty (30) days prior to a meeting at which a vote to impose a fine on the member is to be held. Service of the notice must be by personal service or certified mail.

In the event the member begins resolving the violation prior to a meeting held pursuant to subsection (1) of this section, no fine may be imposed as long as the member continues to address the violation in good faith until fully resolved.

No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board.

Fines will be between \$5.00 and \$50.00 maximum per member, per week depending on the severity of the infraction and cooperation of the member to remedy the violation. The Board cannot predetermine a fine as this must be dealt with on a case-by-case basis.

4. **Additional Amendment.** Article V entitled “STREAMSIDE HOMEOWNERS ASSOCIATION”, is hereby amended to add a new subsection 5.9 to state as follows:

5.9 Administration of the Declaration, Articles, Bylaws, and/or Architectural Guidelines and Rules. Notwithstanding anything to the contrary in the Declaration, Articles, Bylaws, and/or Architectural Guidelines or rules:

- (1) Board meetings must be open to the members of the Association and any representative or agent designated in a signed writing by a member to represent the member.
- (2) An executive session at which members of the Association are excluded may be held upon a majority vote of the Board for the following purposes:
 - a. To consider matter of personnel, hiring, bid review, or contract negotiation;
 - b. To consider records that are not subject to disclosure under part 11, chapter 30, title 30, Idaho Code;
 - c. To consult with an attorney for the purpose of obtaining legal advice. The mere presence of legal counsel at a Board meeting shall not justify entering into executive session;
 - d. To discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; or
 - e. To discuss sensitive matters related to an individual member’s property or assessments, such a violations or delinquent assessments.
- (3) The Association, shall:
 - a. Hold a meeting of the membership each calendar year. Such meetings may be conducted in person or, with the approval of a simple majority of the members, be conducted through an electronic or hybrid meeting model;

- b. Be governed by the provisions of section 30-30-501 and 30-30-505, Idaho Code, as amended from time to time, as those provisions relate to notice of meetings of the Association. The Board may adopt a process for members to choose to receive notice of any meeting of the Association by electronic means rather than by mail. All dates and information of the notice must remain the same as a mail notice;
 - c. Take minutes from all meetings of the Association, including membership meetings and board meetings, and preserve such minutes for a minimum of ten (10) years; and
 - d. Determine and establish the amount of assessments in accordance with the governing documents or, in the event the governing documents do not include such language, with the approval of the majority of the members of the association.
- (4) The Board may not use its power to adopt rules governing the common property to expand the provisions of the restrictive covenants as they relate to a member's property.
- (5) The Association shall be governed by sections 30-30-502 and 30-30-608, Idaho Code, as amended from time to time, as those sections relate to the removal of a Board member and the process of calling a special meeting for such removal.
5. **No Other Modifications to the Declaration.** Except as amended herein, the Declaration, as amended by this Third Amendment, shall remain in full force and effect with no other changes or modifications.
6. **Effective Upon Recording.** This Third Amendment shall be effective upon its recordation with the Ada County, Idaho Recorder's Office.

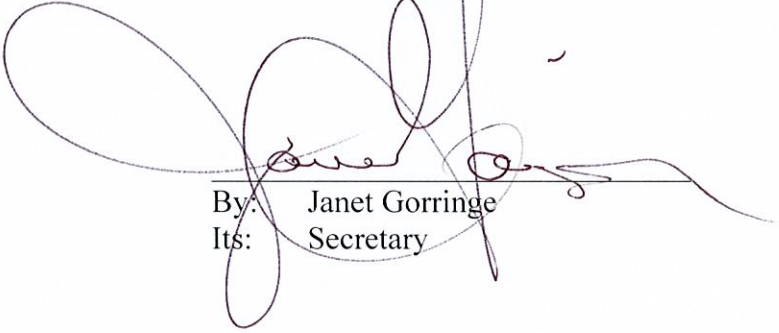
//certification and signatures on the following pages//

CERTIFICATION, ATTESTATION, AND SIGNATURE OF THE CORPORATE OFFICERS OF STREAMSIDE HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, I, Tim Delaney, as president of the Streamside Homeowners Association, Inc., an Idaho non-profit corporation, and I, Janet Gorringer, as secretary of the Streamside Homeowners Association, Inc., an Idaho non-profit corporation, do hereby certify and attest that the amendment set forth hereinabove was approved by the written vote or consent of Owners representing more than fifty (50%) percent of the votes in the Streamside Homeowners Association, Inc., an Idaho non-profit corporation, as required by Section 15.2.2 of Article XV of the Declaration.



By: Tim Delaney
Its: President



By: Janet Gorringer
Its: Secretary

