

After recording, please return to:

C15 LLC
Attn: Dianne Jossis
4824 W. Fairview Ave.
Boise, Idaho 83706

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE MOXIE RIDGE COMMUNITY**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE MOXIE RIDGE COMMUNITY (this "First Amendment") is made as of October 19, 2020 (the "First Amendment Date"), by C15 LLC, an Idaho limited liability company ("Grantor").

RECITALS

A. Reference is made to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Moxie Ridge Community, recorded by Grantor on October 8, 2019 in the real property records of Ada County, Idaho as Instrument No. 2019-097323 (the "Declaration"). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. As of the First Amendment Date, Grantor still owns one or more Lots in the Community. Therefore, the Community and the Declaration are still in the Initial Development Period pursuant to Section 10.1 of the Declaration, and the Grantor has the right to amend the Declaration pursuant to Section 13.1 thereof.

AGREEMENT

NOW, THEREFORE, Grantor hereby declares as follows:

1. **Incorporation by Reference.** All recitals to this First Amendment are hereby incorporated by reference as if set forth in this Section 1.
2. **Amendment - Leasing.** The Declaration is hereby amended, in relevant part, to provide that if any Owner or the Owner's spouse is on military deployment or has had a change of station, then such Owner shall not be subject to the leasing restrictions set forth in Section 3.2 of the Declaration.
3. **Effect of First Amendment.** Except as expressly provided in this First Amendment, all of the terms and conditions of the Declaration remain in full force and effect. Upon recordation hereof, this First Amendment will: (i) become a part of the Declaration; (ii) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Community; (iii) inure to the benefit of every Lot, parcel, or portion of the Community; and (iv) inure to the benefit of and is binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment will control.

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

GRANTOR:

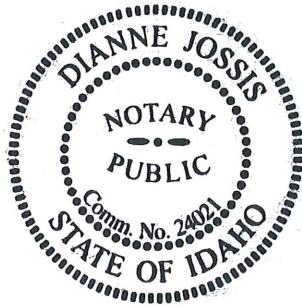
C15 LLC,
an Idaho limited liability company

By: _____
Name: James D. Conger
Its: Member

STATE OF IDAHO)
)ss.
County of Ada)

On this 19th day of October, 2020, before me, a Notary Public in and for said State, personally appeared **James D. Conger**, known or identified to me to be a **Member** of **C15 LLC**, an Idaho limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

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



Dianne Jossis
NOTARY PUBLIC FOR IDAHO
Residing at Ada County, ID
My Commission Expires 8/1/2025