

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME R.V. PARK SUBDIVISION NO. 1  
AND  
LEISURETIME R.V. PARK SUBDIVISION NO. 2**

This Amendment is made on the date hereinafter set forth by the undersigned, Burnett Investments, Inc., an Idaho corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant holds Class B membership pursuant to Section 3.3.2 of the Declarations of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2**, (Amended and Restated) sufficient to control two-thirds (2/3) of the total votes of all lots, and,

WHEREAS, Declarant has previously filed of record the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2** (Amended and Restated), on the 5 day of February, 1997, as Instrument No. 229143, records of Valley County, Idaho.

NOW, THEREFORE, Declarant, acting pursuant to the provisions of Section 7.4 of said Declaration, hereby amends said Declaration as follows:

Declarant hereby amends Section 2.4 to read as follows:


**2.4 Uses Allowed.** No lot shall be used except in conjunction with a recreational vehicle. Recreational vehicles shall include vehicular type units primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicles shall include travel trailers, park model trailers, or 5th-wheel campers, designed to provide temporary living quarters for recreational, camping or travel use. Recreational vehicles shall also include a motorhome, which shall be a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van which is an integral part of the completed vehicle. Recreational vehicles must have a Recreational Vehicle Industry Association tag. Recreational vehicles shall be no more than ten (10) years old at the time such vehicles are placed on a lot, except that the Board of Directors may grant variances for older vehicles upon such terms and conditions as the Board may determine in the Board's discretion. Awnings and dining canopies may be used in conjunction with a recreational vehicle. No converted school buses or similar vehicles shall be allowed which were not originally designed and constructed for use as recreational vehicles. The use of recreational vehicles which fold up for transportation or other purposes, such as tent trailers, or camping trailers which have a top section which folds up and down, and tents, shall only be allowed for temporary use with prior approval from management.

Section 2.5 of said Declaration is hereby amended in its entirety to read as follows:

**2.5 Permanent Buildings Restricted.** No lot shall be used at any time with any building or building component which is constructed according to standards contained in the Uniform Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site, nor any structure constructed according to HUD/FHA Mobile Home Construction Safety Standards, and which is built on a permanent foundation when connected to the required utilities, nor any other structure with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under 42 USC 5401, et seq. Provided, however, that an enclosed storage building may be constructed which meets the requirements of Section 2.24 herein, and an attached awning, or attached sunroom, provided that the design, plans and materials are approved in advance, in writing, by the Declarant. Snow roofs shall be prohibited except for those constructed in Subdivision No. 1 prior to February 26, 1997. Recreational vehicles may have rooms added thereto, even though the same may be required to conform to the Uniform Building Code, provided that the recreational vehicle shall at all times be the primary living quarters on the lot. Furthermore, all additions shall be constructed in such a manner as to comply with the set-back requirements of Section 2.25 herein, and at all times provide parking for two (2) full size automobiles or similar vehicles upon the lot itself. In addition, all structures added on to a recreational vehicle, or otherwise constructed upon a lot, shall be no higher than one (1) story in elevation, except that park model trailers shall be allowed to have a factory built loft.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of June, 1998.

**Burnett Investments, Inc.**  
an Idaho corporation

By:   
**DeMar Burnett,**  
President



ACCOMMODATION

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME R.V. PARK SUBDIYISION NO. 1  
AND  
LEISURETIME R.V. PARK SUBDIYISION NO. 2**

This Amendment is made on the date hereinafter set forth by the undersigned, **Burnett Investments, Inc.**, an Idaho corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant holds Class B membership pursuant to Section 3.3.2 of the Declarations of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2**, (Amended and Restated) sufficient to control two-thirds (2/3) of the total votes of all lots, and,

WHEREAS, Declarant has previously filed of record the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2** (Amended and Restated), on the 2nd day of February 1997, as Instrument No. 229143, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record an Amendment to Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, on the 12th day of June, 1998, as Instrument No. 233234, records of Valley County, Idaho.

NOW, THEREFORE, Declarant, acting pursuant to the provisions of Section 7.4 of said Declaration, hereby amends said Declaration as follows:

Declarant hereby amends Section 2.4 to read as follows:

**2.4 Uses Allowed.** No lot shall be used except in conjunction with a recreational vehicle. Only one (1) recreational vehicle shall be allowed on each lot. Recreational vehicles shall include vehicular type units primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicles shall include travel trailers, park model trailers, or 5th-wheel campers, designed to provide temporary living quarters for recreational, camping or travel use. Recreational vehicles shall also include a motorhome, which shall be a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van which is an integral part of the completed vehicle. Recreational vehicles must have a Recreational Vehicle Industry Association tag, except that park model trailers which are constructed and manufactured off-site and which do not have such a tag shall be permitted. All Recreational Vehicles must have a Manufacturer's Statement of Origin (MSO) enabling the vehicle to be legally titled. Recreational vehicles shall be no more than ten (10) years old at the time such vehicles

are placed on a lot, except that the Board of Directors may grant variances for older vehicles upon such terms and conditions as the Board may determine in the Board's discretion. Awnings and dining canopies may be used in conjunction with a recreational vehicle. No converted school buses or similar vehicles shall be allowed which were not originally designed and constructed for use as recreational vehicles. The use of recreational vehicles which fold up for transportation or other purposes, such as tent trailers, or camping trailers which have a top section which folds up and down, and tents, shall only be allowed for temporary use with prior approval from management.

Declarant hereby amends Section 2.25 to read as follows:

**2.25 Set-backs.** No permanent storage building, awning, sunroom or other approved structure shall be placed nearer than ten (10) feet to the front, or street side, of the lot, or five (5) feet to the rear lot line or any side lot line. The set-back requirements shall not apply to temporary storage buildings which are designed and installed to be movable. In the event that any landscaping, plantings, temporary storage buildings or any other approved structure or improvement is placed upon a lot such that the same is within or encroaches upon a set-back area, the lot owner shall be responsible for the removal, replacement, damage or loss associated with said items in the event that it becomes necessary for the Association or any other responsible party to perform maintenance, repair or replacement on utilities within the set-back area.

Declarant hereby amends Section 2.26 to read as follows:

**2.26 Restrictions on Use of Common Area Facilities.** Due to the character of the property as recreational vehicle subdivisions, common area facilities are designed to accommodate usage by a reasonable number of persons for each lot. Accordingly, use of common area facilities may be exercised by an owner/occupant, or by a tenant or other occupant of the lot, but not by both. Management and/or the Association shall be empowered to establish and enforce such rules and regulations as may from time to time be necessary in order to assure that all lot owners are afforded an opportunity to utilize common area facilities without undue congestion and excessive use which detracts from or interferes with use of the facilities. Declarant, or its successors in interest, shall be entitled to limited use of common area facilities, including the use of a portion of the office building for maintaining a sales office whereby the Declarant or its successors may conduct sales activities with respect to lots developed and owned by Declarant or its successors in interest and park models. Declarant or its successors shall be entitled to maintain a sign on the common area premises with respect to Declarant's sales operations. Declarant or its successors shall be responsible for providing separate telephone service for Declarant's sales activities, but shall not otherwise be responsible for payment of rent and/or utilities.

Declarant hereby amends Section 3.3.2 as follows:

**3.3.2 Class B Members.** The Class B members shall be the Declarant. Declarant shall be entitled to five (5) votes for each lot of which the Declarant is the owner. The Class B membership shall cease and be converted to Class A membership on or before January 1, 2010.

Declarant hereby amends Section 3.5.1.5 as follows:

**3.5.1.5 Emergency Powers.** The Association or any person authorized by the Association may enter upon any lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the owners as practicable and any damage caused thereby shall be minimized to the fullest extent possible. The Association shall not be responsible for any damage caused within the utility easements or set-back areas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of December, 1998.

**Burnett Investments, Inc.**  
an Idaho corporation

By: DeMar C. Burnett  
**DeMar Burnett,**  
President

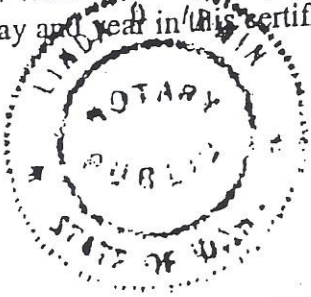
237111  
min

VALLEY TITLE ORDER  
BY: DeMar C. Burnett  
STATE OF IDAHO )  
COUNTY OF VALLEY )  
RECORDED )  
DEC 9 PM 3 07 )  
MOUNTAIN TITLE & ESCROW )

On this 9th day of Dec., 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **DeMar C. Burnett**, known to me to be the President of **Burnett Investments, Inc.**, and acknowledged to me that said corporation 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.

(SEAL)



Linda D. Quinn  
Notary Public for Idaho  
Residing at: Cascade Blvd. 83611  
My Commission Expires: 4-12-2000

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME R.V. PARK SUBDIVISION NO. 1  
AND  
LEISURETIME R.V. PARK SUBDIVISION NO. 2

This Amendment is made on the date hereinafter set forth by the undersigned, Burnett Investments, Inc., an Idaho corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant holds Class B membership pursuant to Section 3.3.2 of the Declarations of Covenants, Conditions and Restrictions for Leisuretime R.V. Park Subdivision No. 1 and No. 2, (Amended and Restated) sufficient to control two-thirds (2/3) of the total votes of all lots, and,

WHEREAS, Declarant has previously filed of record the Declaration of Covenants, Conditions and Restrictions for Leisuretime R.V. Park Subdivision No. 1 and No. 2 (Amended and Restated), on the 2nd day of February 1997, as Instrument No. 229143, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record an Amendment to Declaration of Covenants, Conditions and Restrictions for Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2, on the 12th day of June, 1998, as Instrument No. 233234, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record an Amendment to Declaration of Covenants, Conditions and Restrictions for Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2, on the 9th day of December, 1998, as Instrument No. 237111, records of Valley County, Idaho.

NOW, THEREFORE, Declarant, acting pursuant to the provisions of Section 7.4 of said Declaration, hereby amends said Declaration as follows:

Declarant hereby amends Section 2.5 to read as follows:

**2.5 Permanent Buildings Restricted.** No lot shall be used at any time with any building or building component which is constructed according to standards contained in the Uniform Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site, nor any structure constructed according to HUD/FHA Mobile Home Construction Safety Standards, and which is built on a permanent foundation when connected to the required utilities, nor any other structure with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under 42 USC 5401, et seq. With the exception of Lot 17, Block 3, Leisuretime R.V. Park Subdivision No. 1,


no structures or improvements shall be constructed or otherwise placed on any lot which would constitute a garage or carport, or otherwise be designed and/or used for parking or storing vehicles or equipment or for any other similar use. The terms "garage" and "carport" shall include any structures which are wholly or partially covered or enclosed and which are designed or used for storing or keeping motor vehicles and shall also include structures defined as a "garage" or "carport" under the Uniform Building Code. Provided, however, that an enclosed storage building may be constructed which meets the requirements of Section 2.24 herein, and an attached awning, or attached sunroom may be utilized, provided that the design, plans and materials are approved in advance, in writing, by the Declarant. Snow roofs shall be prohibited except for those constructed in Subdivision No. 1 prior to February 26, 1997. Recreational vehicles may have rooms added thereto, even though the same may be required to conform to the Uniform Building Code, provided that the recreational vehicle shall at all times be the primary living quarters on the lot. Furthermore, all additions shall be constructed in such a manner as to comply with the set-back requirements of Section 2.25 herein, and at all times provide parking for two (2) full size automobiles or similar vehicles upon the lot itself. In addition, all structures added on to a recreational vehicle, or otherwise constructed upon a lot, other than a storage building subject to Section 2.24 herein, shall be no higher than sixteen (16') feet in elevation, measured from the average ground level at the base of the structure to its highest point, except that park model trailers shall be allowed to have a factory built loft.

Declarant hereby amends Section 2.24 to read as follows:

**2.24 Storage Buildings.** A storage building may be constructed on each lot, not to exceed 100 square feet in size. All storage buildings shall be placed on the back portion of the lot and shall have a roof and siding color utilizing colors from the color chart approved by the Board of Directors and management. Storage buildings shall be kept in a good state of repair and in a neat and orderly condition. The style of storage buildings shall be the same as or consistent with a "barn" style roof, which consists of a 4-sided roof. Storage buildings shall be no higher than nine and one-half (9 1/2') feet in elevation, measured from the average ground level at the base of the structure to its highest point. The placement, design and materials of all storage buildings must be approved in advance by park management.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9 day of August, 1999.

Burnett Investments, Inc.  
an Idaho corporation

By   
DeMar Burnett,  
President



STATE OF IDAHO )  
County of Valley )

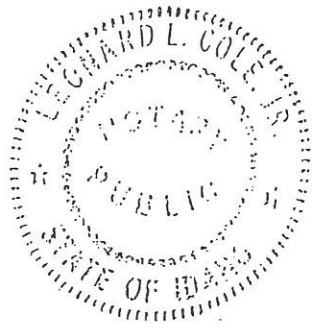
On this 9 day of August, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared DeMar C. Burnett, known to me to be the President of Burnett Investments, Inc., and acknowledged to me that said corporation executed the same.

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

*[Signature]*

Notary Public for Idaho  
Residing at: Cobscoboe  
My Commission Expires: 01-19-05

(SEAL)



242033  
TITEL: *[Signature]*  
VALLEY COUNTY RECORDER  
BY: *[Signature]*  
FEE: 7.00  
1999 AUG 9 AM 11 05  
RETAIN TITLE & RECORDS  
RECORDED

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FOR  
LEISURETIME R.V. PARK SUBDIVISION NO. 1  
AND  
LEISURETIME R.V. PARK SUBDIVISION NO. 2

This Amendment is made on the date hereinafter set forth by the undersigned, **RKW, Inc.**, an Idaho corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant, as the successor in interest to Burnett Investments, Inc., holds Class B membership pursuant to Section 3.3.2 of the Declarations of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2**, (Amended and Restated) sufficient to control two-thirds (2/3) of the total votes of all lots, and,

WHEREAS, Declarant has previously filed of record the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2** (Amended and Restated), on the 2nd day of February 1997, as Instrument No. 229143, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record an Amendment to Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, on the 12th day of June, 1998, as Instrument No. 233234, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record an Amendment to Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, on the 9th day of December, 1998, as Instrument No. 237111, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record and Amendment to Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, on the 9 day of August, 1999, as Instrument No. 242033, records of Valley County, Idaho.

NOW, THEREFORE, Declarant, acting pursuant to the provisions of Section 7.4 of said Declaration, hereby amends said Declaration as follows:

Declarant hereby amends Section 1.9 to read as follows:

1.9 "Declarant" shall mean and refer to **RKW, Inc.**, an Idaho corporation, its successors and assigns, if such successors and assigns should acquire more than one lot from the Declarant for the purpose of development and as a part of such conveyance, the

Declarant assigns and transfers to such transferee the Declarant's rights with respect to such lots.

Declarant hereby amends Section 2.5 to read as follows:

**2.5 Permanent Buildings Restricted.** No lot shall be used at any time with any building or building component which is constructed according to standards contained in the Uniform Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site, nor any structure constructed according to HUD/FHA Mobile Home Construction Safety Standards, and which is built on a permanent foundation when connected to the required utilities, nor any other structure with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under 42 USC 5401, et seq. No structures or improvements shall be constructed or otherwise placed on any lot which would constitute a garage or carport, or otherwise be designed and/or used for parking or storing vehicles or equipment or for any other similar use. The terms "garage" and "carport" shall include any structures which are wholly or partially covered or enclosed and which are designed or used for storing or keeping motor vehicles and shall also include structures defined as a "garage" or "carport" under the Uniform Building Code. Provided, however, that an enclosed storage building may be constructed which meets the requirements of Section 2.24 herein, and an attached awning, or attached sunroom may be utilized, provided that the design, plans and materials are approved in advance, in writing, by the Declarant. Snow roofs shall be prohibited except for those constructed in Subdivision No. 1 prior to February 26, 1997. Recreational vehicles may have rooms added thereto, even though the same may be required to conform to the Uniform Building Code, provided that the recreational vehicle shall at all times be the primary living quarters on the lot. Furthermore, all additions shall be constructed in such a manner as to comply with the set-back requirements of Section 2.25 herein, and at all times provide parking for two (2) full size automobiles or similar vehicles upon the lot itself. In addition, all structures added on to a recreational vehicle, or otherwise constructed upon a lot, other than a storage building subject to Section 2.24 herein, shall be no higher than sixteen (16') feet in elevation, measured from the average ground level at the base of the structure to its highest point, except that park model trailers shall be allowed to have a factory built loft.

Declarant hereby amends Section 2.14 to read as follows:

**2.14 Parking and/or Storage of Automotive Equipment, Motorized Recreational Equipment and Watercraft.**

"Automotive equipment" shall include cars, vans, sport utility vehicles (SUV's), pickup trucks and trucks not over one (1) ton classification and all similar motor vehicles. "Motorized recreational equipment" shall include all terrain vehicles (ATV's), golf carts, motorcycles, snowmobiles and all similar equipment. "Watercraft" shall include boats,

canoes, kayaks, inflatable watercraft and personal watercraft (Ski-Doos), and all similar equipment.


Automotive equipment may be parked and/or stored on the owner's lot.

A reasonable and limited amount or number of motorized recreational equipment may be parked and/or stored on an owner's lot which also contains the primary living unit, but only with the approval of the Manager and subject to such rules and regulations as may be established by the management from time to time. Provided, however, that no trailer mounted units shall be allowed.

Watercraft units may not be parked and/or stored on the lot containing the primary living unit.

Lot owners who own an additional lot which is contiguous to their lot containing the primary living unit of the owner shall be allowed the following exceptions with respect to parking or storage on the lot which is not occupied by the primary living unit:

- (a) Motorized recreational equipment either stand alone or mounted on fitted Trailers.
- (b) Any watercraft which is mounted on a fitted trailer.

Only automotive equipment, motorized recreational equipment and watercraft which is owned or used by the lot owner or the owner's guests and invitees shall be parked and/or stored on the owner's lot. 

Any trailer of any type not associated with recreational equipment or watercraft cannot be parked and/or stored on any lot.

All automotive equipment, motorized recreational equipment and watercraft must be in operational condition, properly licensed as may be required, and kept in a reasonable condition and appearance and shall not be allowed to encroach on any portion of the roadways or common area.

The management of the community shall be empowered to interpret the provisions of this section in a reasonable, consistent and uniform manner in enforcing the same and may adopt such rules and regulations as may be necessary from time to time to implement these provisions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2001.

RKW, Inc.  
an Idaho corporation

By: *Ronald V. Whetzel, Jr.*  
Ronald V. Whetzel, Jr.,  
President

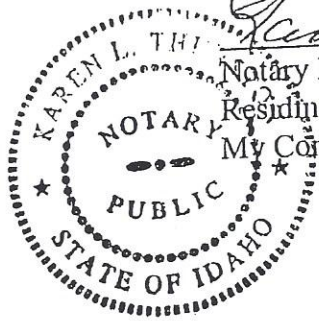
STATE OF IDAHO )  
  :SS  
County of Valley )

On this 25 day of July, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ronald V. Whetzel, Jr.**, known to me to be the President of **RKW, Inc.**, and acknowledged to me that said corporation 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.

(SEAL)

*Karen L. Thibault*  
Notary Public for Idaho  
Residing at: Cascade  
My Commission Expires: 7-10-03



Instrument # 255807  
VALLEY COUNTY, CASCADE, IDAHO  
2001-07-25 03:41:32 No. of Pages: 4  
Recorded for : AMERITITLE  
LELAND G. HEINRICH Fee: 12.00  
Ex-Officio Recorder Deputy *L. Heinrich*  
Index to: RESTRICTIVE COVENANT

Instrument # 265988

VALLEY COUNTY, CASCADE, IDAHO

2002-10-17

09:18:52 No. of Pages: 4

Recorded for : DEMAR BURNETT

LELAND G. HEINRICH

Fee: 12.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

**NOTICE OF ANNEXATION AND SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME R.V. PARK SUBDIVISION NO. 3**

This Declaration is made effective on the 11<sup>th</sup> day of October, 2002, by, RKW, Inc., an Idaho corporation, hereinafter referred to as "Declarant", as follows:

WHEREAS, Declarant, or its successor in interest, has previously developed and platted **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, records of Valley County, Idaho; and

WHEREAS, Declarant has previously filed of record the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2** (Amended and Restated), on the 2nd day of February 1997, as Instrument No. 229143, records of Valley County, Idaho, and

WHEREAS, Declarant has previously filed of record subsequent Amendments to said Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2**, as shown in the records of Valley County, Idaho, and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and Leisuretime R.V. Park Subdivision No. 2** reserved therein a procedure whereby the Declarant may, at any time, add to the property which is covered by the Declaration, all or any portion of land then owned by the Declarant which is contiguous to the real property heretofore described in said Declaration, and further provides that any supplemental declaration containing a Notice of Annexation may provide a special procedure for amendment of any specified provision thereof, including, but not limited to, requiring a specified vote of only the owners of lots within the area subject thereto, and that the same may contain a statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in the Declaration; and

WHEREAS, Declarant is the owner of certain real property in the County of Valley, State of Idaho, hereinafter referred to as the "property" and more particularly described as follows:

NOTICE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LEISURETIME R.V. PARK SUBDIVISION NO. 3 - 1

**Leisuretime R.V. Park Subdivision No. 3, located in Section 25, T. 14 N., R. 3 E., B. M., City of Cascade, Valley County, Idaho, according to the official plat thereof, recorded as Instrument No. \_\_\_\_\_, in Book \_\_\_\_ of Plats, at pages \_\_\_\_\_ through \_\_\_\_\_, inclusive, records of Valley County, Idaho.**

NOW, THEREFORE, Declarant hereby declares that all of the said property constituting **Leisuretime R.V. Park Subdivision No. 3**, as described herein, is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations set forth in the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2**, subject to the changes in the use restrictions applicable to said annexed property as set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and these conditions, covenants, restrictions, easements and reservations, shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

Pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions for **Leisuretime R.V. Park Subdivision No. 1 and No. 2**, the Declarant hereby supplements said Declaration with the following additional or different covenants, conditions, restrictions, reservations and easements, which shall be applicable only to **Leisuretime R.V. Park Subdivision No. 3**:

1. Section 1.7 of said Declaration is hereby amended by the addition of the following provisions:

1.7 "**Common Area**" for Leisuretime R.V. Park Subdivision No. 3 shall include Common Areas 1, 2, 3 and 4, Leisuretime R.V. Park Subdivision No. 3. Common Areas shall also include all of the private roads and streets as shown on the Subdivision plat for Leisuretime R.V. Park Subdivision No. 3.

2. Article II of said Declaration is hereby amended by the addition of the following provision:

**2.28 Operation of Sales Activities.** Declarant, or its successors in interest, shall be entitled to conduct sales activities with respect to lots developed and owned by the Declarant, or its successors in interest and park models, which shall include the right to utilize Lots 2 and 3, Block 6, Leisuretime R.V. Park Subdivision No. 3 for office and other uses associated with such sales activities.

3. Section 3.3 of said Declaration is hereby amended by the addition of the following provisions:

**NOTICE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LEISURETIME R.V. PARK SUBDIVISION NO. 3 - 2**

**3.3.3 Subdivision No. 3 Voting Rights.** Lots in Leisuretime R.V. Park Subdivision No. 3 shall be entitled to one (1) vote for each lot, whether said lot is owned by the Declarant or any other member.

4. Article V of said Declaration is hereby amended by the addition of the following provision:

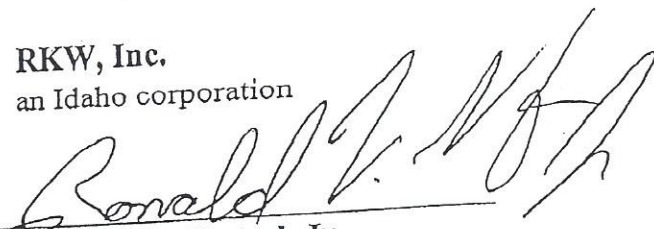
**5.3 Snow Removal and Storage Easements.** For all lots in Leisuretime Subdivision No. 3, an easement is hereby reserved over and across a strip of land four feet (4') in width on all lots on the front of said lots and on the side of any lots which adjoin a street within the Subdivision for the purpose of placing and storing snow removed from the Subdivision streets. The Association may not block access into a lot which is occupied by a recreational vehicle.

5. Article IV of said Declaration is hereby amended by the addition of the following provisions:

**4.9 Special Provisions for Declarant's Lots in Subdivision No. 3.** The exemptions of lots owned by the Declarant from annual regular assessments or charges, special assessments for capital improvements, and limited assessments, shall continue for Leisuretime Subdivision No. 3 until such time as the Declarant, or any successor to the Declarant, shall sell and convey a lot to an owner other than the Declarant. The exemption of the Declarant from assessments herein shall not be revoked, changed, altered nor amended by an amendment to the Declaration, or otherwise, unless the same is agreed to and approved, in writing, by the Declarant. Notwithstanding the foregoing, the Declarant shall pay assessments on any lot during any period of time when the Declarant is renting or leasing the same or when there is a recreational vehicle on a lot which is hooked up to water, sewer and electrical service and is in actual use as a residence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11 day of July, 2002.

RKW, Inc.  
an Idaho corporation

By:   
Ronald V. Whetzel, Jr.  
President





August 2003

**Instrument # 275026**

VALLEY COUNTY, CASCADE, IDAHO  
2003-08-25 11:33:43 No. of Pages: 6  
Recorded for : HAWLEY TROXELL ENNIS  
LELAND G. HEINRICH Fee: 18.00  
Ex-Officio Recorder Deputy *J. Novaty*  
Index to: RESTRICTIVE COVENANT

Recording Requested By and  
When Recorded Return to:

Timothy W. Tyree  
Hawley Troxell Ennis & Hawley LLP  
877 Main Street, Suite 1000  
P.O. Box 1617  
Boise, Idaho 83701-1617

**Instrument # 274572**

VALLEY COUNTY, CASCADE, IDAHO  
2003-08-08 03:45:50 No. of Pages: 6  
Recorded for : HAWLEY TROXELL  
LELAND G. HEINRICH Fee: 18.00  
Ex-Officio Recorder Deputy *J. Novaty*  
Index to: RESTRICTIVE COVENANT

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME RV PARK SUBDIVISION NOS. 1, 2 & 3  
(AMENDED AND RESTATED)**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEISURETIME RV PARK SUBDIVISION NOS. 1, 2 & 3 (AMENDED AND RESTATED) ("Amendment") is made effective on July 19, 2003, by the LeisureTime RV Park Subdivision Homeowners' Association, Inc., an Idaho nonprofit corporation ("Association").

**1. Ratification and Confirmation of CC&Rs:**

Except as expressly amended by this Amendment, the following CC&Rs are hereby ratified and confirmed and remain in full force and effect as a benefit and a burden running with the land of the LeisureTime RV Park Subdivision Nos. 1, 2 and 3 as more particularly described on Schedule I attached hereto:

Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 1 and No. 2 (Amended and Restated) dated October 24, 1997 and recorded in the official records of Valley County, Idaho on October 28, 1997 as Instrument No. 229143; as amended by that certain Amendment to

Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 1 and Leisure Time RV Park Subdivision No. 2 dated June 11, 1998 and recorded in the official records of Valley County, Idaho on June 12, 1998 as Instrument No. 233234; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 1 and Leisure Time RV Park Subdivision No. 2 dated December 9, 1998 and recorded in the official records of Valley County, Idaho on December 9, 1998 as Instrument No. 237111; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 1 and Leisure Time RV Park Subdivision No. 2 dated August 9, 1999 and recorded in the official records of Valley County, Idaho on August 9, 1999 as Instrument No. 242033; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 1 and Leisure Time RV Park Subdivision No. 2 recorded in the official records of Valley County, Idaho on July 25, 2001 as Instrument No. 255807; and as amended by that certain Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Leisure Time RV Park Subdivision No. 3 (collectively, "CC&Rs")

**2. Deletion of Class B Membership.**

Section 3.3.2 of the CC&Rs is hereby deleted. Section 3.3.1 of the CC&Rs is hereby amended to read, "The Association shall have one (1) class of voting membership." Declarant now holds class A membership entitled to one (1) vote for each lot owned.

**3. Amendment to Limited Assessments:**

Sections 4.2.3 and 4.4 of the CC&Rs are hereby deleted and replaced with the following:

**4.2.3 Limited Assessments.** The Association may levy Limited Assessments in the following circumstances:

**4.2.3.1 Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance, repair or correction of any Lot or any improvement on a Lot within the Subdivision. Unless an emergency exists, the expense must be approved at any time by at least two-thirds (2/3rds) of the Board.

Unless an emergency exists, the Board must provide notice to the Lot Owner in accordance with the procedures set forth in Section 4.2.3.3. If a Lot Owner fails or refuses to perform any maintenance, repair or corrective action after receiving written notice from the Board (unless an emergency exists) and the Board then performs all or any portion of such work, the Board may levy a Limited Assessment against the Owner to reimburse the Association for all costs incurred by the Association, including attorney fees, arising out of or incident to any maintenance, repair or corrective action or the collection of the Limited Assessment.

**4.2.3.2 Correction of Violation.** The Association shall have the power to incur expenses for the correction of a violation of this Declaration and to collect any costs or expenses incurred by the Association due to any act of a Lot Owner or a Lot Owner's guest or invitee. The Board must notify the Lot Owner of any infraction in accordance with the procedures set forth in 4.2.3.3 below before taking corrective action. If the Lot Owner fails or refuses to correct the violation after receiving written notice or a cost or expense is incurred by the Association due to the act of a Lot Owner or Lot Owner's guest or invitee, the Board may levy a Limited Assessment against the Owner to reimburse the Association for the costs incurred, together with any other cost or expense, including attorney fees, arising out of or incident thereto or the collection of the Limited Assessment.

**4.2.3.3 Notice.** Any notice to be given in this Section 4.2.3, shall be given seven (7) days' written notice in which to cure the matters complained of in the notice or pay the amounts due. The notice shall be delivered personally to such Owner or sent via first class mail to the last known address of such Owner shown on the records of the Association.

**4.2.3.4 Collection Costs.** Each Lot Owner against whom a Limited Assessment is levied, agrees to and shall pay all costs incurred by the Association, plus interest on all expended funds, from the date of expenditure at the rate of one percent (1%) per month.

**4.4 Notice and Quorum For Any Action Authorized Under Sections 4.2 and 4.3.** Written notice of any meeting called for the purpose of taking any action requiring a vote under Sections 4.2 and 4.3 shall be sent to all members not less

than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, and so on until a quorum is obtained.

**4. Defined Terms.**

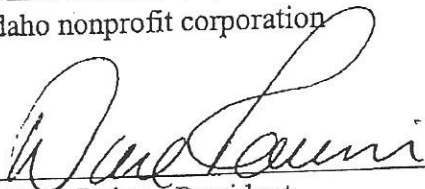
Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the CC&Rs.

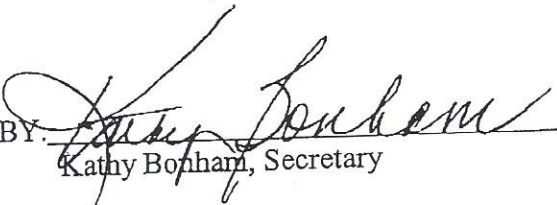
**5. Certification.**

By their signature below, the current President and Secretary of the Association certify that the above provisions were approved by more than two-third (2/3) of the lot owners effective as of the date of this Amendment.

**ASSOCIATION:**

LEISURETIME RV PARK SUBDIVISION  
HOMEOWNERS' ASSOCIATION, INC.,  
an Idaho nonprofit corporation

BY:   
Dave Rainer, President

BY:   
Kathy Bopham, Secretary

STATE OF PA )  
 ) ss.  
County of Lancaster )

On this 1st day of <sup>Aug</sup> ~~July~~, 2003, before me, Margaret K Longenecker, a Notary Public in and for said State, personally appeared Dave Ralner, known or identified to me to be the President of LeisureTime RV Park Subdivision Homeowners' Association, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Notarial Seal  
Margaret K. Longenecker, Notary Public  
East Hempfield Twp., Lancaster County  
My Commission Expires Sept. 24, 2008  
Member, Pennsylvania Association Of Notaries

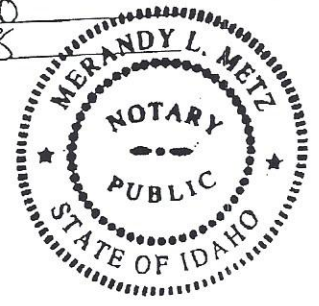
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF Idaho )  
 ) ss.  
County of Valley )

On this 8 day of July, 2003, before me, Merandy L Metz, a Notary Public in and for said State, personally appeared Kathy Bonham, known or identified to me to be the Secretary of LeisureTime RV Park Subdivision Homeowners' Association, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Merandy L Metz  
Notary Public for Idaho  
Residing at Cascade Idaho  
My commission expires 12-13-08



## SCHEDULE I

Leisuretime R.V. Park Subdivision No. 1, as platted and of record in the office of the Recorder of Valley County, Idaho, on May 9, 1995, as Instrument No. 210892, records of Valley County, Idaho.

Leisuretime R.V. Park Subdivision No. 2, as platted and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 224179, in Book 8 of Plats, at Page 83, records of Valley County, Idaho.

Leisuretime R.V. Park Subdivision No. 3, as platted and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 265986, in Book 9 of Plats, at Page 29, records of Valley County, Idaho.

Instrument # 322424  
VALLEY COUNTY, CASCADE, IDAHO  
2007-06-15 11:27:22 No. of Pages: 6  
Recorded for : BENJAMIN, ARLEN  
ARCHIE N. BANBURY Fee: 18.00  
Ex-Officio Recorder Deputy *M. Kennedy*

Recording Requested By and  
When Recorded Return to:

Ron Brown, President  
Leisuretime RV Park Subdivision  
P. O. Box 24  
Cascade, ID 83611

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LEISURETIME RV PARK SUBDIVISION NOS. 1, 2 & 3  
(AMENDED AND RESTATED)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LEISURETIME RV PARK SUBDIVISION NOS. 1, 2 & 3  
(AMENDED AND RESTATED) ("Amendment") is made effective on February 10,  
2007, by the Leisuretime RV Park Subdivision Homeowners' Association, Inc., an Idaho  
nonprofit corporation ("Association").

1. Amendment to Land Use.

Section 2.1 of the CC&Rs is hereby deleted and replaced with the following:

2.1 Land Use. No lot shall be used except for purposes of parking  
recreational vehicles, and related structures or improvements, and no lot  
shall be used for the conduct of any trade or business or professional  
activity. "Garage sales" may be conducted upon a lot only with the  
specific approval of the Board, and upon such terms and conditions as the  
Board may, in its discretion, require, provided, however, that the Board  
may elect, in its discretion, to entirely prohibit "garage sales" on  
individual lots within the Subdivision.

2. Amendment to Lights, Sound-General.

Section 2.18 of the CC&Rs is hereby deleted and replaced with the following:

Lights, Sound-General. No light shall be emitted from any lot



which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot which is unreasonably loud or annoying. No loud noises, talking, television, radio or other sounds will be permitted between the hours of 10:00 p.m. and 8:00 o'clock a.m. except on Saturdays, Sundays, and holidays. No loud noises, talking, television, radio or other sounds will be permitted between the hours of 10:00 p.m. and 9:00 o'clock a.m. on Saturdays, Sundays, and holidays.

3. **Amendment to Fences.**

Section 2.20 of the CC&Rs is hereby deleted and replaced with the following:

**Section 2.20 Fences.** All fences must be limited to a four foot (4) or less fence constructed from wood or vinyl material. Fences must be constructed to manufacturer specifications and must be well maintained and in keeping with the aesthetics of the surrounding lots and property within the Subdivision. All fencing design materials shall be approved in advance by the Board.

4. **Amendment to Storage Building.**

Section 2.24 of the CC&Rs is hereby deleted and replaced with the following:

**Section 2.24 Storage Building.** A storage building may be constructed on each lot, not to exceed 100 square feet in size. All storage buildings shall be placed on the back portion of the lot and shall have a roof and siding color utilizing colors from the color chart approved by the Board of Directors and management. Storage buildings shall be kept in a good state of repair and in a neat and orderly condition. The style of storage building shall be the same as or consistent with a "barn" style roof, which consists of a 4-sided roof or gable style roof. Storage buildings shall be no higher than nine and one-half (9 ½') feet in elevation, measured from the average ground level at the base of the structure to its highest point. The placement, design and materials of all storage buildings must be approved in advance by park management.

5. **Amendment to Uses Allowed.**

The following paragraph is hereby added to the existing Section 2.4 of the CC&Rs:

**Section 2.4 Uses Allowed.** All RV's located on lots within the Subdivision on the date that this Amendment to the CCRs are recorded that met the terms and conditions of this Section when they were placed on such lot are "grandfathered" and may continue to be situated on the lot on which the RV was situated on the date of the recording of this Amendment to the CC&Rs. The owner of the lot on which a "grandfathered" RV is situated may sell the lot with the "grandfathered" RV. However, once a "grandfathered" RV is permanently removed from the lot for any purpose other than winter storage, the "grandfathered" RV may not be returned to the lot.

**6. Amendment to Signs.**

Section 2.8 of the CC&Rs is hereby deleted and replaced with the following:

**Section 2.8 Signs.** No commercial or advertising signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising a lot for sale.

**7. Amendment to Date of Commencement of Annual Assessments – Due Dates.**

Section 4.6 of the CC&Rs is hereby deleted and replaced with the following:

**Section 4.6 Date of Commencement of Annual Assessments – Due Dates.** The annual regular assessments or any special assessments then in effect as provided for herein shall commence as to a lot or lots on the first day of the month following the conveyance of the lot or lots from Declarant to an owner or owners. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. After the first annual assessment upon transfer of a lot from the Declarant to an owner, all annual assessments shall be due and payable in full on the 30<sup>th</sup> day of January of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting

for whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. **Defined Terms.**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the CC&Rs.

9. **Certification.**

By their signature below, the current President and Secretary of the Association certify that the above provisions were approved by more than two-thirds (2/3) of the lot owners effective as of the date of this Amendment.

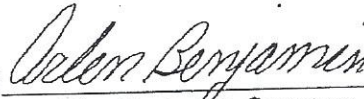
**ASSOCIATION:**

LEISURETIME RV PARK SUBDIVISION  
HOMEOWNERS' ASSOCIATION, INC.,  
An Idaho nonprofit corporation

BY

  
\_\_\_\_\_  
Ron Brown, President

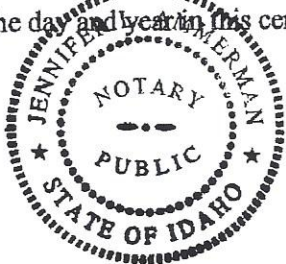
BY

  
\_\_\_\_\_  
Arlen Benjamin, Secretary

STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this 13<sup>th</sup> day of June, 2007, before me, Jennifer Annverma  
a Notary Public in and for said State, personally appeared Ron Brown, known or  
identified to me to be the President of Leisuretime RV Park Subdivision Homeowners'  
Association, Inc., the corporation that executed the within instrument or the person who  
executed the instrument on behalf of said corporation, and acknowledged to me that such  
corporation 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.



Jennifer Annverma  
Notary Public for  
Residing at Basin, ID  
My commission expires 04/04/08

STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this 15<sup>th</sup> day of June, 2007, before me, Patricia A Brown  
a Notary Public in and for said State, personally appeared Arlen Benjamin, known or  
identified to me to be the Secretary of Leisuretime RV Park Subdivision Homeowners'  
Association, Inc., the corporation that executed the within instrument or the person who  
executed the instrument on behalf of said corporation, and acknowledged to me that such  
corporation 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.



Patricia A Brown  
Notary Public for STAFFED  
Residing at Basin, ID  
My commission expires 10/19/10

## SCHEDULE 1

Leisuretime RV Park Subdivision No. 1, as platted and of record in the office of the Recorder of Valley County, Idaho, on May 9, 1995, as Instrument No. 210892, records of Valley County, Idaho.

Leisuretime RV Park Subdivision No. 2, as platted and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 224179, in Book 8 of Plats, at Page 83, records of Valley County, Idaho.

Leisuretime RV Park Subdivision No. 3, as platted and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 265986, in Book 9 of Plats, at Page 29, records of Valley County, Idaho.

RULE CHANGE  
LEISURE TIME RV PARK  
6/11/07

**ASSESSMENTS FOR VIOLATION OF CC&R'S AND PARK RULES AND REGULATIONS**

By the authority set forth in Section 3.5.2.4.6 Rule Making of the CC&R'S, the Board of Directors in this rule is setting forth the method of assessing lot owners for the violation of the Association's ruling documents.

1. The Board or management agent must notify the lot owner of any violation in writing, delivered personally or sent via first class mail to the last known address of such owner shown on the records of the Association. This notice will allow up to (30) thirty days, depending on the nature of the violation, to correct the matter complained of.
2. If the violation is not corrected within the allotted time granted, an assessment in the amount of \$50.00 will be levied against the lot owner. If the violation is not corrected within an additional specified time of the initial \$50.00 levy, there will be a \$25.00 assessment levied for each day until the matter complained of is corrected.
3. Any recurring violation will result in an automatic \$50.00 assessment.



# ARTICLES OF AMENDMENT (Non-profit)

JUN 07 2007

**RECEIVED  
FILED EFFECTIVE**  
2007 JUN -5 8:18:15

To the Secretary of State of the State of Idaho  
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned  
non-profit corporation amends its articles of incorporation as  
follows:

SECRETARY OF STATE  
STATE OF IDAHO

- The name of the corporation is:  
LEISURE TIME RV PARK SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

If the corporation has been administratively dissolved and the corporate name is no longer available for use, the amendment(s) below must include a change of corporate name.

- The text of each amendment is as follows:

ARTICLE VII. The affairs of the Association shall be managed by a Board of Five (5) Directors, who must be members of the Association. The number of directors and their terms may be changed by amendment of the By-Laws of the Association. At each annual meeting thereafter, the members shall elect directors as specified in the By-Laws.

- The date of adoption of the amendment(s) was: February 10, 2007

- Manner of adoption (check one):

- Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-3-90, Idaho Code, and was, therefore, adopted by the board of directors. (Please fill spaces below)
- The number of directors entitled to vote was: \_\_\_\_\_
  - The number of directors that voted for each amendment was: \_\_\_\_\_
  - The number of directors that voted against each amendment was: \_\_\_\_\_

- The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members. (Please fill spaces below)

a. The number of members entitled to vote was: 379

b. The number of members that voted for each amendment was: 273

c. The number of members that voted against each amendment was: 28

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Dated: 6-2-07

Signature: [Signature]

Typed Name: Ron Brown

Capacity: Pres Board of Directors

5:\corp\corpforms\articlesofamendment\_06.pmd Revised 10/2003

0110748

IDAHO SECRETARY OF STATE  
06/05/2007 05:00  
CK: 7367 CT: 153347 BH: 1050073  
1 @ 30.00 = 30.00 NON PROF A # 2

✓

6/11/2007

Leisure Time RV Park HomeOwners Ass.  
514 Sawyer St.  
Cascade, Id. 83611

Riverside Management Co. Inc.

Attn. Melissa McDaniel

Please mail out to all homeowners notification of a rule addition which establishes violation assessments for CCR and rule infractions.

Thank You



Ron Brown President  
Board of Directors Leisure Time HOA.