

THIRD AMENDMENT TO DECLARATION OF COVENANT, CONDITIONS, AND RESTRICTIONS

**THE RIDGE AT SUN UP BAY
KOOTENAI COUNTY, IDAHO**

JIM BRANNON 4 P 2510825000
KOOTENAI COUNTY RECORDER
AF 8/14/2015 11:29 AM
REQ OF KOOTENAI COUNTY TITLE
COMPANY
RECORDING FEE: \$19.00 SC
Electronically Recorded

2015-160

This amendment is adopted and shall be deemed effective as of the recordation of this instrument, and pertains to that certain Declaration of Covenants, Conditions, and Restrictions recorded March 30, 2007, as instrument No. 209154600 and the First Amendment recorded April 5, 2011, as instrument No. 2308782000, and the Second Amendment recorded June 19, 2015, as instrument No. 250287000, Records of Kootenai County, Idaho, which Declaration governs that certain residential planned unit development project located in Kootenai County, Idaho, known as "The Ridge at Sun Up Bay" (the "Project")

This Amendment has been adopted by the Declarant pursuant to Section 16.2 of the Declaration. The Declaration and First Amendment, and Second Amendment are hereby amended in the following particulars:

Article 12.8.1 shall be deleted in its entirety also deleting #12 and #19 under the owner certificate on the face of the plat recording instrument #209154500, in Book J Page 474L "Sheet 13";

Exhibit B (Page 53) shall be deleted in its entirety;

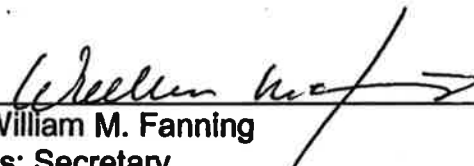
Except as modified by this Amendment, the Declaration, the First Amendment, and the Second Amendment shall remain in full force and effect.

THE RIDGE AT SUN UP BAY HOMEOWNERS' ASSOCIATION, INC., an Idaho nonprofit corporation

By: 
Robert C. Samuel
Its: President

ACCOMMODATION RECORDING

KOOTENAI COUNTY TITLE COMPANY
has not examined this document,
assumes no liability as to its validity
and its affects upon the title.

By: 
William M. Fanning
Its: Secretary

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COVENANT, CONDITIONS, AND RESTRICTIONS**

THE RIDGE AT SUN UP BAY

KOOTENAI COUNTY, IDAHO

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THE RIDGE AT SUN UP BAY HOMEOWNERS'
ASSOCIATION, INC., an Idaho nonprofit corporation

By: Robert C. Samuel
Robert C. Samuel
Its: President

ACCOMMODATION RECORDING

KOOTENAI COUNTY TITLE COMPANY
has not examined this document,
assumes no liability as to its validity
and its affects upon the title.

By: William M. Fanning
William M. Fanning
Its: Secretary

Rock Creek Ridge at Sun Up Bay, LLC, Declarant

BY: Robert Samuel
Robert C. Samuel, Manager

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 11 day of August, in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert C. Samuel
identified to me to be the Manager of
Rock Creek Ridge at Sun Up Bay, LLC

a Limited Liability Company, and acknowledged to me that he executed the same in his authorized capacity for said Limited Liability Company, and that by his signature on the foregoing instrument, the Limited Liability Company executed the instrument and acknowledged the same for the purposes therein contained.



Keri Mitchell
Notary Public in and for said State
Residing at: Hayden
Commission Expires: 8-25-17

STATE OF Washington }
County of Spokane } ss

I hereby certify that I know or have satisfactory evidence that Robert C. Samuel is the person(s) who appeared before me, and said person(s) acknowledged it to be he/she/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 8/13/2015

Melinda Marigny
Notary Public in and for the State of: WA
Residing at: Spokane, WA
My appointment expires: 2/1/2017

Notary Public
State of Washington
Melinda J Marigny
My Comm. Exp. 02-01-17

STATE OF Washington }
County of Spokane } ss

I hereby certify that I know or have satisfactory evidence that William M. Fanning is the person(s) who appeared before me, and said person(s) acknowledged it to be he/she/their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 8/13/2015

Notary Public
State of Washington
Melinda J Marigny
My Comm. Exp. 02-01-17

Melinda Marigny
Notary Public in and for the State of: WA
Residing at: Spokane, WA
My appointment expires: 2/1/2017

Rock Creek Ridge at Sun Up Bay, LLC, Declarant

BY: Robert C. Samuel
Robert C. Samuel, Manager

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 14 day of August, in the year of 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert C. Samuel
identified to me to be the Manager of
Rock Creek Ridge at Sun Up Bay, LLC

a Limited Liability Company, and acknowledged to me that he executed the same in his authorized capacity for said Limited Liability Company, and that by his signature on the foregoing instrument, the Limited Liability Company executed the instrument and acknowledged the same for the purposes therein contained.



Keri Mitchell
Notary Public in and for said State
Residing at: Hayden
Commission Expires: 8-25-17