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TETON CO., ID
CLERK RECORDER

184907

First American Title Company

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SWEETWATER SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SWEETWATER SUBDIVISION (this "Amendment") is executed to be effective as of February 7, 2007, by RAYMOND VETSCH, as Trustee of The Raymond Vetsch Revocable Trust of April 3, 2001 ("Vetsch"), STEPHEN D. WADE, as Trustee of the Stephen D. Wade Revocable Trust, dated February 15, 1996 ("Wade"), ALLEN BALL, as Trustee of The Allen Ball and Connie Ball Family Trust (fka The Allen Ball and Connie Ball Living Trust) created January 6, 1990 and amended and completely restated on August 3, 2004 ("Ball"), BRENT ALAN BLUE, as Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto ("Blue"), and RICHARD S. THOENIG and WALTRAUD H. THOENIG, as Trustees of the Thoenig Family Trust dated April 14, 1989 ("Thoenig").

RECITALS:

A. Vetsch, Wade, Ball, Blue and Thoenig are the owners of Lots 1-6, Sweetwater Phase I, Teton County, Idaho, as per the recorded plat thereof (the "West Property"). Ball is also the owner of all other property located within Sweetwater Phase I and Sweetwater Phase II, Teton County, Idaho, as per the recorded plats thereof (the "East Property"). The parties to this Amendment and their successors in fee title to their respective properties are referred to herein in the singular as "Owner" and in the plural or collectively as "Owners".

B. The West Property and the East Property are subject to: (i) the Map of Survey, recorded September 9, 1992 as Instrument No. 110902 with the Recorder of Teton County, Idaho (the "Survey"); (ii) the plat of Sweetwater Phase I, recorded December 29, 1992 as Instrument No. 111887 with the Recorder of Teton County, Idaho, and the plat of Sweetwater Phase II, recorded September 28, 1993 as Instrument No. 113900 with the Recorder of Teton County, Idaho (each a "Plat" and collectively the "Plats"); and (iii) the Declaration of Covenants, Conditions and Restrictions for Sweetwater Subdivision Airpark Area, recorded January 8, 1993 as Instrument No. 111964 with the Recorder of Teton County, Idaho (the "Declaration"). All capitalized terms not otherwise defined in this Amendment have the meanings given them on the Plats and/or in the Declaration.

C. Article XI, Section 3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the lot owners and recorded with Teton County, Idaho.

184907

Instrument # 184907

DRIGGS, TETON, IDAHO

2007-02-08

01:40:31 No. of Pages: 13

Recorded for: FIRST AMERICAN TITLE COMPANY

MARY LOU HANSEN

Fee: 39.00

Ex-Officio Recorder Deputy *M. Hansen*

Index to: DECLARATION OF COVENANTS

D. The Owners, constituting one hundred percent (100%) of the lot owners subject to the Declaration, desire to amend the Declaration to provide for the operation of the West Property and East Property as separate and independent subdivisions, on the terms and conditions set forth in this Amendment.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agrees as set forth below.

1. Recitals. The foregoing recitals are incorporated herein as acknowledgments and agreements of the Owners.

2. Separate and Independent Subdivisions. The Owners hereby agree that the West Property and the East Property shall be operated as separate and independent subdivisions, on the following terms and conditions:

2.1 The West Property and the East Property shall each have a separate homeowners' association and design committee (each an "Association") governing the management, assessments and architectural control for such property. The Association for the West Property shall have no authority or jurisdiction whatsoever over the East Property, and the Association for the East Property shall have no authority or jurisdiction whatsoever over the West Property.

2.2 The Owners of the West Property and the East Property hereby release and terminate all rights, interests and claims such Owners have or may have in and to the access and utility easements located in the S½ of Section 13 and the SE¼ of Section 14, Township 5 North, Range 45 East, of the Boise Meridian, Teton County, Idaho, as shown on the Survey.

2.3 The Owners of the West Property hereby release, terminate and quitclaim to the Owners of the East Property all rights, interests and claims the Owners of the West Property have or may have in and to the East Property (including but not limited to all easements and common areas) pursuant to the Plats and/or the Declaration. The Owners of the East Property hereby release, terminate and quitclaim to the Owners of the West Property all rights, interests and claims the Owners of the East Property have or may have in and to the West Property (including but not limited to all easements and common areas) pursuant to the Plats and/or the Declaration.

2.4 The Owners of the West Property shall have the right, in their sole and absolute discretion and without the consent of the Owners of the East Property, to (i) amend and/or terminate the Declaration as it pertains to the West Property by an instrument signed by not less than five (5) of the six (6) lot owners, which instrument must be recorded in the Office of the County Recorder of Teton County, Idaho; and (ii) amend, vacate and/or replat the Plats as they pertain to the West Property in accordance with applicable law.

2.5 The Owners of the East Property shall have the right, in their sole and absolute discretion and without the consent of the Owners of the West Property, to (i) amend and/or terminate the Declaration with respect to the East Property by an instrument signed by not less than sixty-five percent (65%) of the lot owners, which instrument must be recorded in the Office of the County Recorder of Teton County, Idaho; and (ii) amend, vacate and/or replat the Plats as they pertain to the East Property in accordance with applicable law.

3. Authority and Consents. Each Owner hereby represents and warrants that (i) such Owner has all requisite authority to execute and deliver this Amendment; (ii) such Owner's execution and the delivery of this Amendment is not subject to any requirement that it obtain any consent, approval or authorization from any third party that has not been obtained or that if not obtained would render this Amendment invalid or unenforceable or would result in the creation of any lien, charge or encumbrance upon the Property; and (iii) such Owner's property described herein is not subject to any mortgage, deed of trust or other lien, or such Owner has obtained and attached hereto the consent of each mortgagee, beneficiary, lien holder and any other party claiming an interest in its property described herein. Any person signing this Amendment in a representative capacity warrants his or her authority to do so.

4. Additional Acts. The parties hereby agree to provide such instruments, consents and other documents and to perform such acts as may be reasonably necessary to carry out the purpose and intent of this Amendment. Without limiting the generality of the foregoing, each Owner hereby agrees to execute and deliver such instruments and to use good faith efforts to obtain and deliver such consents as may be reasonably necessary to permit the other Owners to amend, vacate and/or replat the Plats as permitted in this Amendment. Any person signing this Amendment in a representative capacity, and any party signing this Amendment through a representative, hereby agrees to provide evidence of the representative's authority to execute this Amendment as may be reasonably requested by any title company relying upon this Amendment.


5. Enforcement Costs. If there is any litigation or other action taken by any party to enforce or interpret any provisions of or rights arising under this Amendment, the

defaulting party shall pay to the other party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the other party may incur in enforcing this Amendment or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

6. Successors and Assigns. This Amendment is binding upon and inures to the benefit of the parties hereto and their respective successors as the owners at the time in question of the properties described herein.

7. Counterparts. This Amendment may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. Signature pages may be detached from each counterpart original and combined into one or more instruments.

IN WITNESS WHEREOF, the Owners have executed this Amendment to be effective as of the date first written above.



Raymond Vetsch, as Trustee of The
Raymond Vetsch Revocable Trust of April
3, 2001

Stephen D. Wade, as Trustee of the
Stephen D. Wade Revocable Trust, dated
February 15, 1996

Allen Ball, as Trustee of The Allen Ball
and Connie Ball Family Trust created
January 6, 1990 and amended and
completely restated on August 3, 2004

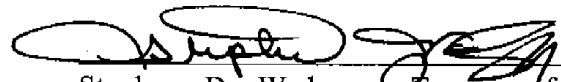
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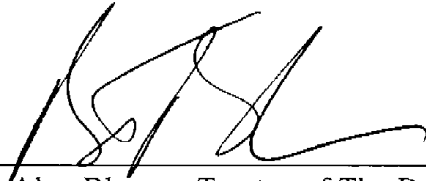
Raymond Vetsch, as Trustee of The
Raymond Vetsch Revocable Trust of April
3, 2001



Stephen D. Wade, as Trustee of the
Stephen D. Wade Revocable Trust, dated
February 15, 1996



Allen Ball, as Trustee of The Allen Ball
and Connie Ball Family Trust created
January 6, 1990 and amended and
completely restated on August 3, 2004


Brent Alan Blue, as Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto

Richard S. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

Waltraud H. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

STATE OF _____)
)ss.
County of _____)

On the ___ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Raymond Vetsch, known or identified to me to be the Trustee of The Raymond Vetsch Revocable Trust of April 3, 2001 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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)

Notary Public for _____
Residing at _____
My Commission Expires: _____

Brent Alan Blue, as Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto

Richard S. Thoenig
Richard S. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

Waltraud H. Thoenig
Waltraud H. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

STATE OF _____)
)ss.
County of _____)

On the ___ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Raymond Vetsch, known or identified to me to be the Trustee of The Raymond Vetsch Revocable Trust of April 3, 2001 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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)

Notary Public for _____
Residing at _____
My Commission Expires: _____

Brent Alan Blue, as Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto

Richard S. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

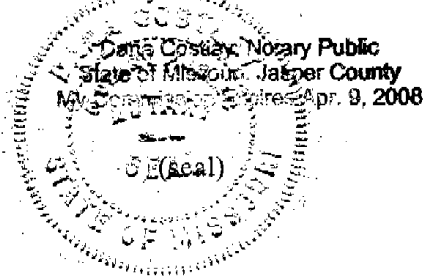
Waltraud H. Thoenig, as Trustee of the Thoenig Family Trust dated April 14, 1989

STATE OF Missouri)
County of Newton)ss.

X

On the 30th day of January, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Raymond Vetsch, known or identified to me to be the Trustee of The Raymond Vetsch Revocable Trust of April 3, 2001 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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



Dana Costley
Notary Public for State of MO
Residing at County of Jasper
My Commission Expires: 4-9-08

STATE OF Kansas)
)ss.
County of Cherokee)

On the 16th day of January, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Stephen D. Wade, as Trustee of the Stephen D. Wade Revocable Trust, dated February 15, 1996, known or identified to me to be the person whose name is subscribed to the within instrument 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.

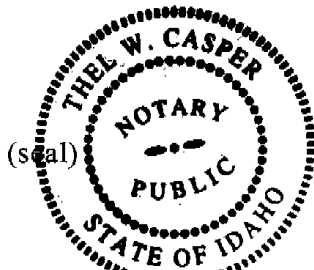


Kathleen A. Anderson
Notary Public for Kansas
Residing at Riverton, Ks.
My Commission Expires: May 4, 2009

STATE OF Idaho)
)ss.
County of Bonneville)

On the 7th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Allen Ball, known or identified to me to be the Trustee of The Allen Ball and Connie Ball Family Trust created January 6, 1990 and amended and completely restated on August 3, 2004 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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

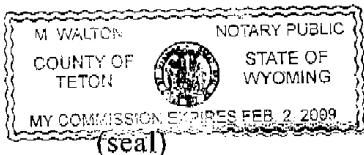


Thel W. Casper
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 01/18/2012

STATE OF Wyoming)
)ss.
County of Teton)

On the 9th day of January, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Brent Alan Blue, known or identified to me to be the Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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



M Walton
Notary Public for Teton County Wyoming
Residing at Teton County Wyoming
My Commission Expires: 02.02.2009

STATE OF _____)
)ss.
County of _____)

On the ___ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Richard S. Thoenig, known or identified to me to be the Trustee of the Thoenig Family Trust dated April 14, 1989 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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)

Notary Public for _____
Residing at _____
My Commission Expires: _____

7 Amendment to Declaration of Covenants, Conditions and Restrictions
for Sweetwater Subdivision

184907

STATE OF _____)
)ss.
County of _____)

On the ___ day of _____, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Brent Alan Blue, known or identified to me to be the Trustee of The Brent Alan Blue Living Trust, dated the 28th day of June, 1989, as restated March 8, 2005, and any amendments thereto, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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

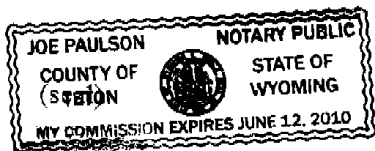
(seal)

Notary Public for _____
Residing at _____
My Commission Expires: _____

STATE OF Wyoming)
)ss.
County of Teton)

On the 10th day of January, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Richard S. Thoenig, known or identified to me to be the Trustee of the Thoenig Family Trust dated April 14, 1989 and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of such Trust.

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



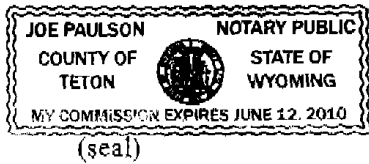
[Signature]
Notary Public for Jackson State Bank
Residing at Jackson, WY
My Commission Expires: 6-12-10

7 Amendment to Declaration of Covenants, Conditions and Restrictions for Sweetwater Subdivision

STATE OF Wyoming)
)ss.
County of Teton)

On the 19th day of January, 2007, before me, the undersigned, a notary public in and for said State, personally appeared Waltraud H. Thoenig, known or identified to me to be the Trustee of the Thoenig Family Trust dated April 14, 1989 and the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of such Trust.

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



J.P.
Notary Public for Jackie Stark Burt
Residing at Jackie, WY
My Commission Expires: 6-12-10

#JTWCL1000-142Amendment to Declaration.20061229.wpd

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is executed by FIRST STATE BANK OF JOPLIN, a Missouri bank, whose address is 802 Main Street, P.O. Box 1373, Joplin, Missouri 64802 ("Lender"), and is attached to the Amendment to Declaration of Covenants, Conditions and Restrictions for Sweetwater Subdivision (the "Instrument").

Lender is the mortgagee under that certain Mortgage, dated January 29, 2003, and recorded February 6, 2003 as Instrument No. 152869 with the Recorder of Teton County, Idaho, encumbering Lot 1, Sweetwater Phase I, Teton County, Idaho, as per the recorded plat thereof (the "Mortgage").

Lender hereby consents to the execution and recordation of the Instrument and hereby agrees that the Instrument shall not be terminated or by any foreclosure or other enforcement action taken under the Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Consent to be effective as of the date of acknowledgment set forth below.

FIRST STATE BANK OF JOPLIN

By: [Signature]
Its: PRESIDENT

STATE OF Missouri)
)ss.
County of Jasper)

On the 5th day of February, 2007, before me, the undersigned, a notary public in and for said State, personally appeared John K. Lopes, known or identified to me to be the President of First State Bank of Joplin, and the bank that executed the instrument or the person who executed the instrument on behalf of said bank, and acknowledged to me that such bank 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 Jasper County, Mo
Residing at 3119 Antelope Rd, Joplin, Mo
My Commission Expires: 7-19-2010

