

RECORDING REQUESTED BY:

dad 071107 KM

**SECOND AMENDMENT TO FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS OF
EASEMENTS FOR THE LANDINGS AT WATERFORD
LOCATED IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

This Declaration is made on this 8th day of March, 2007, by the undersigned owners of the subject property, hereinafter collectively referred to as "Grantor," to establish certain covenants, conditions, restrictions, and easements for The Landings at Waterford, located in the City of Coeur d'Alene, Kootenai County, Idaho, as follows:

(A) On November 12, 2003, Bluegrass Development, LLC, as Grantor, caused to be recorded as Kootenai County Instrument No. 1842411 a certain "Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for The Landings at Waterford Located in Coeur d'Alene, Kootenai County, Idaho."

(B) On December 2, 2003, Bluegrass Development, LLC, as Grantor, caused to be recorded as Kootenai County Instrument No. 1846146 a certain "First Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for The Landings at Waterford Located in Coeur d'Alene, Kootenai County, Idaho."

(C) Said Declarations, as described in Paragraphs (A) and (B) above, encumbered certain specifically described real property which had been platted as The Landings at Waterford according to the plat recorded as Instrument No. 1845145 in Book I at pages 490, 490A through 490C, with the Kootenai County Recorder on November 25, 2003.

(D) The Declaration recorded as Kootenai County Instrument No. 1842411, as described in Paragraph (A) above, and as reincorporated by the Declaration described in Paragraph (B) above, further provided in part at Paragraph H of the Recitals thereof as follows:

Grantor reserves unto itself the sole and exclusive right to file and record subsequent amendments to these Declarations [Instrument No. 1842411] so that the same may be extended to cover those portions of property described on Exhibits "A" and "B"

[t]hereto. It is the specific intention of Grantor that should Grantor desire to develop any additional portions of the Property in a manner consistent with the plat and the forms attached [t]hereto as Exhibit "D," that Grantor may amend this Declaration by recorded instrument, without further notice, so that the same encompasses any or all of the property described herein as the Property (Exhibits "A" and "B" [t]hereto). Any residential lots (which shall specifically not include any "commercial" lots or "multi-family lots", including but not limited to those "multi-family" and "commercial" lots as are generally depicted on Exhibit "E" [t]hereto) created from or on the Property shall be subject to the terms and conditions of this Declaration, and shall be made mandatory members of the Association.

(E) Pursuant to the authority vested in Grantor under Instrument No. 1842411, including but not limited to Paragraph H of the Recitals thereof, the Grantors recorded that certain Fourth Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for The Landings at Waterford Located in Coeur d'Alene, Kootenai County, Idaho, as Kootenai County Instrument No. 2043746000 on July 17, 2006. Said instrument, referred to herein as "The Fourth Amendment," encumbered certain lots described as The Landings at Waterford Fourth Addition in Book J of Plats at Page 343 with the terms and provisions set forth in Kootenai County Instrument No. 1842411. Grantor hereby declares, pursuant to the authority granted Grantor in Kootenai County Instrument No. 1842411, including but not limited to the authority set forth in Paragraph H of the Recitals thereof, that Grantor hereby amends the applicability of the terms of Kootenai County Instrument No. 1842411 as to certain and specific lots located within The Landings at Waterford Fourth Addition as specifically set forth herein.

(F) That portion of The Landings at Waterford Fourth Addition which is the subject of this Second Amendment to the Fourth Amendment is legally described as follows:

Lots 1 through 40 of Block 6 (excepting Lot 10) and Lots 1 through 21 of Block 7 (excepting Lot 10) of The Landings at Waterford Fourth Addition according to the Plat recorded at Book J of Plats, Page 343, records of Kootenai County, Idaho.

Said property shall be referred to herein as "the Subject Property."

(G) The "Subject Property," as that phrase is defined herein, shall remain subject to all terms and conditions set forth in Instrument No. 1842411 with the following exceptions:

(1) Those lots identified as constituting the "Subject Property," as that phrase is defined herein, may each be utilized for a single family residence and a single free-standing garage, notwithstanding any other prohibition in Kootenai County Instrument No. 1842411 and subject to compliance with all remaining terms and conditions contained in Instrument No. 1842411 and the additional terms and conditions set forth below in Subsections (2) through (4).

(2) Any detached garage on any lot within the "Subject Property" must obtain the approval of the Association's Architectural Control Committee and must be of a design, color, and construction composition identical to that of the primary house on the lot on which the detached garage is to be constructed. Further, no detached garage may be constructed on any lot unless an architecturally and compositionally consistent house is previously or contemporaneously constructed on said lot.

(3) Any detached garage constructed on a lot within the "Subject Property" as authorized by this Second Amendment to the Fourth Amendment must be accessed by a paved alley. No gravel, dirt, or unfinished alley access shall be allowed on any lots within the "Subject Property" following completion of construction thereon. Completion of construction, as that phrase is used herein, shall occur when a certificate of occupancy is issued for the residence on each subject lot.

(4) The maximum plate height for any freestanding garage constructed under this Second Amendment to the Fourth Amendment shall be no more than sixteen (16) feet.

(H) Except as specifically modified herein, all lots constituting the "Subject Property," as that phrase is defined herein, shall remain subject to the remaining terms and conditions contained in Kootenai County Instrument No. 1842411. In the event of a conflict between the terms of Kootenai County Instrument No. 1842411 and this Second Amendment to the Fourth Amendment, then this Second Amendment to the Fourth Amendment shall govern.

The undersigned has executed this Declaration on the date first above written.

GRANTOR:

BLUEGRASS DEVELOPMENT, LLC


By: John F. Magnuson, Managing Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8th day of March, 2007, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared, John F. Magnuson, known or identified to me to be a

