

**WHEN RECORDED, RETURN TO:**

After Recording Return To:  
Britaney Bones  
VF Law  
660 E Franklin Road, Suite 220  
Meridian, ID 83642

**GRANTOR:** Shenandoah West Neighborhood  
Association, Inc.

**GRANTEE:** Public

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
SHENANDOAH WEST SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Shenandoah West Subdivision (“Amendment”) is made by the Shenandoah West Neighborhood Association, Inc., an Idaho nonprofit corporation (the “Association”).

**RECITALS**

- A. The Association is the Shenandoah West Neighborhood Association, Inc., an Idaho nonprofit corporation, formed pursuant to the Declaration of Covenants, Conditions and Restrictions for Shenandoah West Subdivision, recorded on December 30, 2009, as Recording No. 109144239 (“Declaration”); Bylaws of Shenandoah West Neighborhood Association, Inc., signed on October 2, 1989, and amended on April 16, 2012 (“Bylaws”); and Articles of Incorporation filed November 21, 1989 as Registry No. 0000281961, in the office of the Idaho Secretary of State, Corporation Division.
- B. Under I.C. 30-30-703 and Section 20 of the Declaration, the Association and the owners may adopt amendments to the Declaration.
- C. The owners and the Association wish to amend the Declaration as provided below.

**AMENDMENT**

**NOW, THEREFORE**, present to I.C. 30-30-703 and Section 20 of the Declaration, the Association hereby amends the Declaration in the manner set forth below:

- I. The Declaration, Section 22 is added in its entirety to read as follows:**

**SECTION 22- CAPITAL IMPROVEMENT FEE**

There shall be a Capital Improvement Fee imposed upon the purchase or conveyance of any residential Lot subject to this Declaration. The Capital Improvement Fee shall be set by

resolution of the Board of Directors, and can be adjusted from time to time, not to exceed once per calendar year.

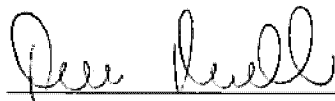
The Capital Improvement Fee shall be due upon the recordation of a deed or any other instrument which transfers possession and equitable ownership in any Lot subject to this Declaration. The Capital Improvement Fee shall be the personal obligation of the purchaser, and shall be a lien against the Lot, the sale of which gives rise to the fee. No Capital Improvement Fee shall be imposed in connection with lease or rental of any Lot or the acquisition of a Lot by foreclosure of a security interest or by a deed in lieu of foreclosure.


Upon written application for exemption, the Board of Directors shall grant an exemption for the Capital Improvement Fee with respect to: (a) any transfer made, without consideration, for estate planning purposes; (b) any transfer made solely for gift purpose; (c) any transfer to beneficiaries of an estate or testamentary trust; or (d) any acquisition of a Lot made within six (6) months following the purchaser's disposition of another Lot within the Association.

The Capital Improvement Fee collected pursuant to this Section 22 shall be used for capital items, for major repairs, remodeling, renovation, addition to or replacement of real or personal property, and not to fund Association operations. The assessment of the Capital Improvement Fee shall be done in accordance with Idaho law and be for the sole financial benefit of the Association.

**II. Except as otherwise indicated, all other provisions of the Declaration remain unchanged.**

**SHENANDOAH WEST NEIGHBORHOOD  
ASSOCIATION, INC.**, an Idaho nonprofit  
corporation

By:   
\_\_\_\_\_, President

By:   
\_\_\_\_\_, Secretary

**CERTIFICATION**

The undersigned President and Secretary of Shenandoah West Neighborhood Association, Inc. hereby certify that the within First Amendment to the Declaration of Covenants, Conditions and Restrictions for Shenandoah West Subdivision, has been approved pursuant to Section 20 of the Declaration and I.C. 30-30-703.

SHENANDOAH WEST NEIGHBORHOOD ASSOCIATION, INC., an Idaho nonprofit corporation

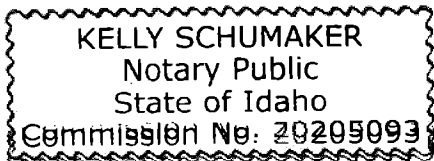
By: Deena Merrill  
\_\_\_\_\_, President

By: [Signature]  
\_\_\_\_\_, Secretary

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

December 27, 2024

Personally appeared before me the above-named Deena Merrill-Ragle who, being duly sworn, did say that she is the President of Shenandoah West Neighborhood Association, Inc., an Idaho nonprofit corporation, and that said instrument was signed on behalf of said Association.

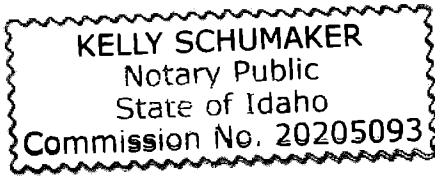


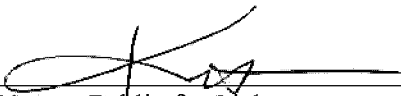
[Signature]  
\_\_\_\_\_  
Notary Public for Idaho  
Commission exp. 12-28-2024

STATE OF IDAHO            )  
  ) ss.  
County of Ada            )

December 27, 2024

Personally appeared before me the above-named Nicole Camou who, being duly sworn, did say that She is the Secretary of Shenandoah West Neighborhood Association, Inc., an Idaho nonprofit corporation, and that said instrument was signed on behalf of said Association.



  
\_\_\_\_\_  
Notary Public for Idaho  
Commission exp. 12-28-2026