

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

PROFESSIONAL LAND MANAGEMENT
P.O. BOX 2192
SUN VALLEY, ID 83353

BLAINE CO. REQUEST

Professional Land Mgmt Co

1995 JAN 24 A 10:41

375084

Mary Green, CLERK *md*

Amend

FEE: 12.00

CC + R's

1-24-95

Space above line for Recorder's Use

FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AS TO THE
USE OF REAL PROPERTY EMBRACED
WITHIN
FAIRWAY NINE PHASE IV, PHASE V,
AND PHASE VI ASSOCIATION, INC.

THIS AMENDMENT is made to the certain Master Declaration of Covenants, Conditions and Restrictions as the Use of Real Property Embraced within the Fairway Nine Phase IV, Phase V, and Phase VI Association, Inc., located in Blaine County, Idaho, recorded as Instrument No. 301343, recorded as Instrument No. 314100, recorded as Instrument No. 322259, Records of Blaine County, Idaho, incorporated herein by this reference thereto, as follows:

1. Section 11.1(a), Casualty Insurance, is amended in its entirety to read as follows:

"(a) Casualty Insurance. The management shall obtain insurance on the project in such amounts as shall provide for the replacement value of the condominium units as they were sold under the original specifications before any subsequent additions by the unit owner in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance is intended to provide coverage for fixtures within the four perimeter walls, floor and ceiling of the condominium unit. Fixtures include, but are not limited to: paint and wall coverings, carpets and floor coverings, drapes, cabinets and appliances, non-load bearing interior walls, doors and plumbing an electrical fixtures. Further, such insurance shall include fire and extended coverage, building ordinance of law coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Management and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Management may

comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Management's opinion are consistent with good business practice."

2. Section 11.4, Owner's Responsibility, is amended in its entirety to read as follows:

"Section 11.4, Owner's Responsibility. Insurance coverage on any improvements installed by the owner and on furnishings initially placed in the unit by Declarant or owner, unless the Management pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and public liability insurance coverage within each individual unit and for activities of the owner, not acting by the Management with respect to the common area, unless the Management pursuant to Section 11.2 hereof, elects to arrange for such casualty insurance, and regardless of the Management election, insurance coverage against loss from theft on all personal property placed in the unit by owners, shall be the responsibility of the respective owners."

3. Except as specifically amended herein, each and every term of the Condominium Declaration for Fairway Nine Phase IV, Phase V, and Phase VI Association, Inc., and prior Amendments thereto shall remain in full force and effect.

DATED this 9 day of Dec., 1994.

FAIRWAY NINE PHASE IV, PHASE V, AND
PHASE VI CONDOMINIUM ASSOCIATION,
INC.

By Robert M. Hobbs
President

By Neal F. Amuden
Secretary

The President and Secretary of Fairway Nine Phase IV, Phase V, and Phase VI Condominium Association, Inc., hereby certify that owners representing an aggregate ownership interest of 66-2/3% or more of the condominiums have consented and agreed to this Amendment as set forth above, pursuant to the terms and conditions of the Declaration.

By Robert M. Hobbs
President

By Neal F. Amuden
Secretary