

Except for the above amendments and modifications, all other Articles and Sections of the CC&R's shall remain binding and effective.

The officers and directors of the Bayhill Springs Homeowners Association hereby attest and certify that not less than two-thirds percent (66 2/3%) of the lot owners of Bayhill Springs Subdivision as of November 23, 1996, signed and acknowledged their assent in agreement with the above amendments.

Gary W. Groff
Gary Groff, President

Greg Clovis
Greg Clovis, Vice President

Fred Koch
Fred Koch, Treasurer

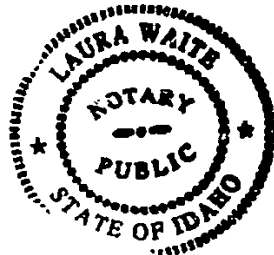
Jed Manwaring
Jed Manwaring, Secretary
97020201

STATE OF IDAHO)
) ss.
County of Ada)

J. DAVID...
BOISE ID
Jed + Patricia Manwaring
'97 MAR 17 PM 3 24
6.00

On this 17th day of March, 1997, before me, a Notary Public for the State of Idaho, personally appeared Gary Groff, Greg Clovis, Fred Koch, and Jed Manwaring known to me to be the President, Vice President, Treasurer, and Secretary, respectively, and members of the Board of Directors of the Bayhill Springs Homeowners Association, and acknowledged to me that they executed the above document.

Subscribed and sworn before me on the date first above written.



Laura Waite
Notary Public for Idaho
Residing in Boise, Idaho
My Commission expires: 10/29/99

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BAYHILL SPRINGS UNITS #1, #2, #3 AND #5**

This instrument constitutes the First Amendment to the Declaration of Covenants, Conditions and Restrictions ("CC&R's") for Bayhill Springs Unit #1, recorded December 12, 1990, as Instrument No. 9067762; Declaration of Covenants, Conditions and Restrictions for Bayhill Springs Unit #2, recorded February 6, 1992 as Instrument No. 9207134; Declaration of Covenants, Conditions and Restrictions for Bayhill Springs Unit #3, recorded September 8, 1992 as Instrument No. 9260297; and Declaration of Covenants, Conditions and Restrictions for Bayhill Springs Unit #5, recorded June 27, 1994 as Instrument No. 94091079. Pursuant to Article XIII, Section 3, the CC&R's are hereby amended as follows:

For Article IX, SECTION 3, Maximum Annual Assessment, the second sentence therein shall now read as follows, with all other portions of said section remaining unchanged:

The annual assessment may be billed on a monthly basis, one-twelfth per month, or on a quarterly basis, one-fourth per quarter, or on a semiannual basis, one-half per each six months, in advance, pursuant to resolution of the Association Board of Directors:

Article IX, SECTION 5, shall be amended to read as follows:

SECTION 5. Notice and Quorum of Any Action under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IX shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of members or their proxies, entitled to cast fifty percent (50%) of all the votes of each class of membership, shall constitute a quorum. If a quorum is not present at the meeting duly called, the Board shall have the right to continue said meeting to a date not more than sixty (60) days after the date of the scheduled meeting, and at such rescheduled meeting, ten percent (10%) of the members entitled to vote, represented in person or by proxy, shall constitute a quorum for all purposes. No written notice of a continued meeting shall be required. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present shall be the act of the members.