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**SECOND AMENDMENT
TO
DECLARATION OF PROTECTIVE
RESTRICTIONS & COVENANTS**

WELLSWOOD SUBDIVISION

#9321645

By a unanimous vote of 2/3 of the Wellswood Homeowners Association held on June 7, 2011, the Declaration of Protective Restrictions & Covenants for Wellswood Subdivision, Article IX of said Restrictions & Covenants is hereby amended to read as follows:

Article IX is changed in its entirety as follows:

Article IX.

In the event that any Owner, or the tenant or assignee of any Owner shall fail or refuse to abide by or comply with one or more of the Covenants set forth in these Protective Restrictions & Covenants, the Association, through its Board of Directors may, in the Board's discretion, and depending on the existing circumstances, take, or cause to be taken any - one or more of the following actions:

(1) Provide the Owner and/or occupant of the premises with written notice of the violation, and provide a period of ten (10) days to correct the violation(s);

(2) After notice and opportunity to correct, repair, remove, etc., any violation of these Restrictions & Covenants, to hire agents to enter upon the premises and remove or have removed any trash, unsightly objects, junk, etc., and in the event any Owner fails or refuses to keep the property neatly mowed and free of excessive weeds, etc., to enter upon the property and mow and maintain such items at Owner's sole expense, and such entry for any such purposes shall not be deemed a trespass;

(3) Have any vehicles parked in violation of these Restrictions & Covenants removed to a towing company storage yard at the Owners or occupants sole expense;

(4) To bring legal action against the Owner for a violation of any of these Restrictions & Covenants in law or in equity to restrain or prevent further or continued violations or to compel compliance with the terms of these Restrictions & Covenants and to recover any and all costs incurred by the Association;

The Association shall assess and bill the Owner for the cost incurred in taking any such action and such amount shall be due and payable within thirty (30) days after billing. Such billing/assessment shall become a lien against the property until paid in full, together with all costs and fees incurred in the preparation and recording of such lien.

The remaining Protective Restrictions & Covenants remain unchanged.

DATED This 4th day of JANUARY, 2012

Wellswood Subdivision Homeowners Association

Peter M. Chesney
Peter M. Chesney
President

STATE OF IDAHO)
 ss.
County of Ada)

On this 4 day of January, 2012 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Peter M. Chesney, known 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 first above written.



Anita K. Johnson
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 12-21-15