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Upon recording, please return to:  
Avimor Partners, LLC  
18454 No. McLeod Way  
Boise, ID 83714



# First Amendment to Community Covenant for Avimor

Fresh Air. Fresh Ideas.

Section 3.1 of the Community Covenant for Avimor is stricken in its entirety and replaced with the following:

**3.1. Stewardship Fee**

**(a) Authority.** A primary source of funding for the ASO's activities shall be a "Stewardship Fee" to be collected from every Owner of a Residential Unit. The fee shall be payable to the ASO and secured by a lien in favor of the ASO as provided in Section 3.6. Certain Owners are exempt from payment of the fee as described in subsection (c) below.

**(b) Amount of Fee.** The Board shall have the sole discretion to determine the amount of the fee and the timing and manner of collecting the fee, subject to the limitations described in this subsection (b). The fee may be based upon a fixed fee, a sliding scale that varies in accordance with the fair market value of the Residential Unit, or any other factor the Board deems appropriate. However, the monthly Stewardship Fee may not exceed 25% of the current monthly Base Assessment charged by the Avimor Residential Community Association to each Residential Unit Owner.

**(c) Exempt Persons:** Notwithstanding the above, during the Founder Control Period, the Founder is exempt from paying the Stewardship Fee for any Residential Unit it owns although it may assist in the funding of the ASO by way of a budget subsidy as set forth in section 3.2. Additionally, no Stewardship Fee shall be levied against any Owners who took ownership of their Residential Unit prior to December 31, 2010, because the Stewardship Fees pertinent to those Residential Units covering the approximate time period of January 1, 2009 through December 31, 2015 was paid by way of a one-time Transfer Fee equaling .5% of the gross selling price of those Residential Units. However, the exemption for such Owners shall expire December 31, 2015, and such Owners shall be subject to the same Stewardship Fee currently imposed on all other Owners of Residential Units at that time.

This First Amendment to Community Covenant for Avimor is made this 8 day of Nov, 2011, by Avimor Partners, LLC, an Idaho Limited Liability Company, and the Successor in interest of SunCor Idaho, Inc. In witness whereof, the undersigned Founder has executed this First Amendment to Community Covenant for Avimor the date and year first written above.

**FOUNDER:**

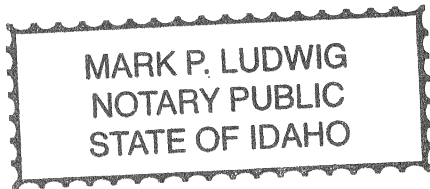
**AVIMOR PARTNERS, LLC**

By:   
Dan Richter  
Managing Member  
Avimor Partners, LLC

STATE OF IDAHO

COUNTY OF ADA

I, Mark Ludwig, a notary public, do hereby certify that on this 8<sup>th</sup> day of Nov, 2011, personally appeared before me, Dan Richter, known or identified to me to be the Managing Member of Avimor Partners, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



A handwritten signature in black ink, appearing to read "Mark Ludwig", written over a horizontal line.

NOTARY PUBLIC

My Commission Expires: 2/1/2017