

WHEN RECORDED RETURN TO:

360° Ranch Homeowners Association
Attn: Board of Directors
PO Box 2554
McCall, ID 83638

PREPARED BY:

360° Ranch Homeowners Association

ADDENDUM NO. 1

TO

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS,

AND EASEMENTS

FOR THE 360° RANCH

This **Addendum No. 1** (the “Addendum”) is made to that certain *Declaration of Covenants, Conditions, Restrictions, and Easements for the 360° Ranch* (the “Declaration”), recorded September 12, 2022 as Instrument No. 452667 in the official records of Valley County, Idaho.

This Addendum is adopted pursuant to **Article 13 (Amendments)** of the Declaration and shall be effective upon recordation in the real property records of Valley County, Idaho.

This Addendum is hereby made a part of the Declaration and is incorporated therein as though fully set forth in the Declaration. This Addendum affects and runs with all Lots subject to the Declaration.****

Except as expressly modified by this Addendum, all terms, covenants, conditions, restrictions, easements, and provisions of the Declaration shall remain unchanged and in full force and effect.

1. AMENDMENT TO ARTICLE 3 – GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

1.1 Amendment of Section 3.3 (Leasing)

Section 3.3 of the Declaration is hereby **deleted in its entirety** and replaced with the following:

3.3 Leasing and Rental of Homes

3.3.1 General Provisions. Owners may lease their Home to any person, including family or non-family third parties (collectively, “Renters”), for any duration, including short-term rentals (thirty (30) days or less, “STRs”) or long-term rentals (over thirty (30) days, “LTRs”) (STRs and LTRs collectively and individually, “Rented Homes”). Owners of Rented Homes (“Renting Owners”) shall be responsible for full compliance with this Section 3.3. For purposes of this Declaration, “Home” means the residential structure or structures located on a Lot intended for residential use and occupancy. “Rented Home” means any Home leased or rented to a Renter, and “Renter” means any person occupying a Rented Home pursuant to a lease or rental agreement.

3.3.2 Compliance with Applicable Laws. All Renting Owners and Rented Homes shall comply with Valley County Ordinance No. 20-10, as amended (“Ordinance 20-10”), applicable to STRs, and all other applicable federal, state, and local laws, ordinances, rules, and regulations (“Applicable Laws”), which are incorporated herein by reference. Prior to engaging in any STR, Renting Owners shall obtain all required permits, including the Administrative Permit under Ordinance 20-10, and provide proof of compliance to the Association. Any Renting Owner not in full compliance shall immediately cease leasing until compliance is established.

3.3.3 Submittals to the Association. Prior to leasing a Home, Renting Owners shall submit all required compliance documentation to the Association, including permit materials, annual reports required under Ordinance 20-10, and sworn certifications regarding rental management and rental contract compliance.

3.3.4 Rental Management Contracts. Any Renting Owner utilizing a rental management company shall maintain a written rental management contract requiring compliance with Applicable Laws, this Declaration, and the Ranch Rules, providing 24/7 emergency response capability, and designating the Association, Board, and Owners as third-party beneficiaries.

3.3.5 Rental Contracts. All rental contracts shall require compliance with Applicable Laws, this Declaration, and the Ranch Rules; include indemnification provisions relating to use of Common Areas; and designate the Association, Board, and Owners as third-party beneficiaries.

3.3.6 Violations. Any violation of this Section 3.3 by a Renting Owner, Renter, or rental management company shall require immediate cessation of rentals and shall be subject to enforcement, fines, and penalties under this Declaration and Applicable Laws.

3.3.7 Application Fee. Renting Owners engaging in STRs shall pay an annual application fee of One Hundred Fifty Dollars (\$150.00) to the Association as a Limited Assessment.

3.3.8 Guest Limitations. Overnight occupancy shall not exceed four (4) guests per bedroom and twelve (12) total guests per Rented Home, unless stricter limits are imposed by Applicable Laws or a conditional use permit is required, in which case such stricter limits shall control. No parties or events are permitted.

1.2 Amendment of Section 3.11 (Construction and Temporary Structures)

Section 3.11 is hereby **amended and restated** as follows:

3.11 Construction and Temporary Structures. No trailer, tent, shack, garage, barn, or other unattached structure shall be used as a residence, temporarily or permanently, except as expressly permitted herein. For a period not exceeding fourteen (14) months from commencement of construction of the primary residence, one (1) recreational vehicle may be parked on the Lot for use by the Owner or construction personnel, subject to compliance with Applicable Laws and Ranch Rules. No other temporary structures or mobile units shall be permitted without prior written approval of the Board. Construction shall proceed diligently to completion, and construction sites shall be cleaned daily and maintained in a non-nuisance condition.

1.3 Amendment of Section 3.12 (Camping)

Section 3.12 is hereby **deleted and replaced** as follows:

3.12 Camping. Camping, defined as sleeping in a temporary structure including recreational vehicles or tents, is permitted only on Lots containing a completed and occupied primary residence, limited to ten (10) days in any thirty (30) day period. Camping on undeveloped Lots without an active building permit is prohibited. Any noncompliant camping shall constitute a violation enforceable under Section 15.7.

1.4 Amendment of Section 3.25 (Wood Burning Stoves, Fireplaces, and Fire Pits)

Section 3.25 is hereby **deleted and replaced** as follows:

3.25 Wood Burning Stoves, Fireplaces, and Fire Pits. Wood burning stoves and fireplaces are permitted within Homes subject to compliance with Applicable Laws and approval by the Architectural Review Committee. Exterior fire pits are permitted if permanently installed in non-combustible enclosures, located at least fifteen (15) feet from structures or combustible materials, used in compliance with fire restrictions, and attended at all times. Open campfires outside approved fire pits are prohibited.

2. AMENDMENT TO ARTICLE 6 – ASSESSMENTS

2.1 Amendment of Section 6.4 (Limited Assessments)

Section 6.4 is hereby **amended** to include the annual STR application fee required under Section 3.3.7 as a Limited Assessment, due and payable within thirty (30) days of invoice pursuant to Section 6.6.

3. RATIFICATION

All provisions of the Declaration not expressly amended by this Addendum are hereby ratified and confirmed.

4. EFFECTIVE DATE

This Addendum shall be effective upon recording in the official records of Valley County, Idaho.

IN WITNESS WHEREOF, this Addendum has been executed and adopted as of the date set forth below.

360° Ranch Homeowners Association By:

_____ Name:

_____ Title:

_____ Date:

NOTARY ACKNOWLEDGMENT

STATE OF IDAHO)

ss.

County of _____)

On this ____ day of _____, 20_, ***before me, the undersigned, a Notary Public in and for said State, personally appeared*** _____, known or identified to me to be the _____ of the **360° Ranch Homeowners Association**, the association that executed the foregoing instrument, and acknowledged to me that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

EXHIBIT A

SUMMARY OF AMENDED SECTIONS

This Exhibit A is attached to and made a part of **Addendum No. 1 to the Declaration of Covenants, Conditions, Restrictions, and Easements for the 360° Ranch** and is provided for convenience and summary purposes only. In the event of any conflict between this Exhibit A and the body of the Addendum, the Addendum shall control.

1. **Section 3.3 – Leasing and Rental of Homes**

Replaces the former leasing restriction with a comprehensive framework permitting short-term and long-term rentals, subject to compliance with Valley County Ordinance No. 20-10, Association submittal requirements, guest limitations, enforcement provisions, and an annual short-term rental application fee.

2. **Section 3.11 – Construction and Temporary Structures**

Clarifies and expands rules governing temporary structures during construction, including limited recreational vehicle use for up to fourteen (14) months, Board approval requirements, and construction site maintenance standards.

3. **Section 3.12 – Camping**

Replaces the former blanket prohibition with limited, conditional camping allowances on developed Lots, including duration limits and enforcement provisions.

4. **Section 3.25 – Wood Burning Stoves, Fireplaces, and Fire Pits**

Updates interior and exterior fire feature regulations to allow approved fire pits under defined safety, setback, and compliance requirements, while continuing to prohibit open campfires.

5. **Section 6.4 – Limited Assessments**

Incorporates the annual short-term rental application fee as a Limited Assessment and clarifies invoicing and payment timing.