

FIRST AMENDMENT TO BYLAWS OF HAMPTON COMMONS HOMEOWNER'S ASSOCIATION

RECITALS

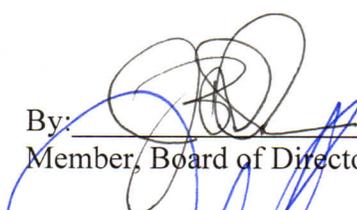
In accordance with the terms and conditions of Article XIII of the Hampton Commons Homeowner's Association Bylaws, and the sole members of the Hampton Commons Homeowner's Association and its Board of Directors approving this Amendment by their signatures hereinbelow, the Hampton Commons Homeowner's Association Bylaws are amended as follows:

1. The following paragraph is added to Article XIII of the Hampton Common Homeowner's Association Bylaws:

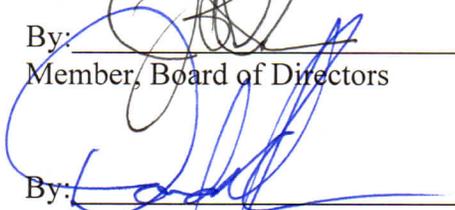
No Amendment to these Bylaws shall be enforceable unless the Holder of any HUD/VA insured Mortgage or Deed of Trust on any Lot in Hampton Commons Planned Unit Development is provided notice of the passage of any Amendments to these Bylaws, and is provided a copy of the substance of the Amendment, and is provided a period of thirty (30) days in which to exercise the Right to Veto said Amendment. This Right to Notice and Right to Veto Amendments to these Bylaws shall exist only for so long as there is Class B Membership under the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements of Hampton Commons, a Planned Unit Development.

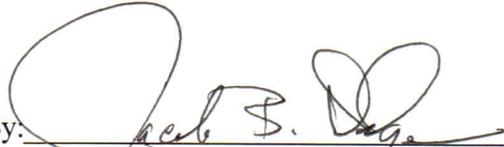
This Amendment has been entered into this 30 day of January, 1998.

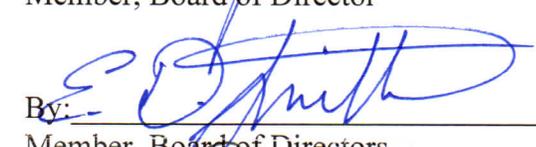
Consent and Approved:

By: 
Member, Board of Directors

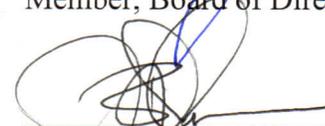
JIREH CORPORATION, an Idaho Corporation

By: 
Member, Board of Director

By: 
JACOB B. DODGE, its President

By: 
Member, Board of Directors

By: 
BARBARA J. DODGE, its Secretary


JACOB B. DODGE, President of Jireh Corporation, an Idaho Corporation, Special Attorney-in-Fact for JAMES T. MOORE and DAWN M. MOORE, husband and wife, owners of Lot 7, Block 5, Hampton Commons P.U.D.