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FIRST AMENDMENT

**TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND RETAINED
LANDSCAPE EASEMENT
OF RIVERSIDE GREENS SUBDIVISION.**

COME NOW the members of the Riverside Greens Homeowners' Association, Inc., following a special meeting called for this purpose, and pursuant to Article VI, Section 6.1.a. of the Declaration of Covenants, Conditions and Restrictions and Retained Landscape Easement of Riverside Greens Subdivision recorded on November 17, 2004, as Instrument No. 20413024, records of Bannock County, Idaho ("Declaration"), and following a majority vote in favor of the same, the Members hereby adopt the following amendments to the Declaration:

Article III, Section 3.2.c. shall be amended to read as follows:

c. **MAINTENANCE AND REPAIR OF BUILDINGS.** No building, residence, improvement or structure upon any lot shall be permitted to fall into disrepair, and subject to the requirements of Paragraph e. below, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. The Association shall maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios and appurtenances of each Residence. No Owner shall take any action which will impair the structural integrity of any building except in connection with alteration or repairs specifically permitted or required under paragraph e., below. Garages must be kept in a neat and tidy manner at all times, the determination of which shall be solely vested in the Board. Except for those buildings and improvements located upon any Common Area, the Association shall have no obligation or responsibility to keep the interior of any residence maintained or repaired; the owner shall have that responsibility.

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Article IV, Section 4.3. c. shall be amended to read as follows:

c. **METHOD OF VOTING.** Class A members shall be entitled to one vote for each lot owned, regardless of the number of owners having an interest therein. The vote for each lot must be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular lot, none of said votes shall be counted as said votes shall be deemed void. If any owner or owners casts a vote representing a certain lot, it will thereafter be conclusively presumed for all purposes that the owner or group were acting with the authority and consent of any other owners of the same lot. A vote may be cast in person by the member at any annual or special meeting of the membership, or, a vote may be cast *in absentia* by the owner of a lot, if (1) such vote is in writing, signed by each owner or joint owner, and delivered to the Board prior to the date and time set for such annual or special meeting; (2) such vote is cast, in person at a meeting, by a person holding a valid power of attorney for the owner or joint owners; or (3) such vote is cast by another owner holding a written proxy from the absent owner or joint owners which authorizes the holder of the proxy to cast votes on behalf of the absent owner(s) at a specific meeting of the membership.

Article IV, Section 4.4. b. and d. shall be amended to read:

b. **MAINTENANCE AND REPAIRS; OPERATION OF COMMON AREAS; AND SNOW REMOVAL.** To maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios and appurtenances of each Residence; to operate and maintain, or provide for the operation and maintenance of the Common Area and the Landscape Easement, and to keep all improvement of whatever kind and for whatever purpose from time to time located within the Common Area in good order and repair; and to take reasonable steps to remove any snow located upon any roadway, residential driveway, or residential sidewalk located within the Riverside Greens Subdivision.

d. **INSURANCE.** To obtain and maintain in force such policies of insurance as may be deemed necessary by the Board, including any general comprehensive policy of liability and casualty insurance related to the Residences and Common Areas located within the Riverside Greens Subdivision. Such insurance shall include, but not be limited to (1) insurance covering the liability of the Association or Owner arising out of the use of any Residence or Common area, or (2) any casualty loss and/or damage to the exterior surfaces, including but not limited to, walls, roofs, porches, patios and appurtenances of each Residence and any improvement located upon any Common Area. The insurance, when and where applicable, shall name separately, as protected insureds, the following: the Association, the owners of any Residence, the Board and its members, any committee appointed by the Board, the

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officers of the Association, and its representatives, agents, or employees. The owner of any Residence is required to pay for and obtain adequate comprehensive property, casualty and liability insurance covering any damage to the interior structure and finish of any Residence, or claims arising out of bodily injury to or property damage suffered by any non-owner within the interior structures of any Residence.

Article V, Section 5.2 shall be amended as follows:

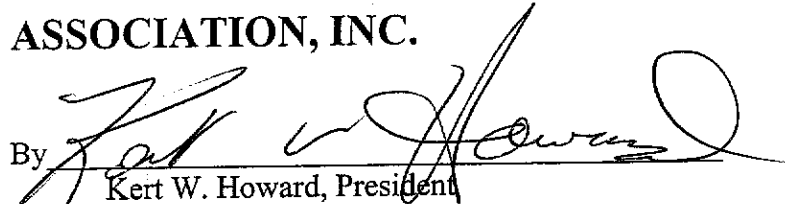
SECTION 5.2 PURPOSE OF ASSESSMENTS

The annual and special assessments levied by the Association shall be used exclusively for the purpose of complying with the Association's obligations under this Declaration and for promoting the recreation, health, safety and welfare of the residents of Riverside Greens Subdivision. No owner of a Residence is exempt from his obligation to pay assessments by waiving any rights to use the Common Area, or by independently maintaining and keeping in good repair the exterior surfaces of his or her Residence.

Except as modified by this First Amendment, the Declarations shall remain in full force and effect. This First Amendment shall be effective upon its recording with the real property records of Bannock County Idaho.

Dated this 21st day of June, 2007.

RIVERSIDE GREENS HOMEOWNERS' ASSOCIATION, INC.

By 
Kert W. Howard, President

Attest:


Sherrie Frasure, Secretary

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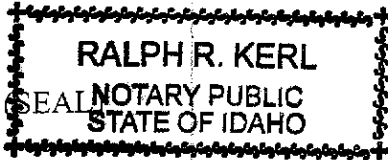
STATE OF IDAHO)

SS

County of Bannock)

On this 21 day of June, 2007, before me, the undersigned Notary Public in and for said County and State, personally appeared Kert W. Howard and Sherrie Frasure, known or identified to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same on behalf of Riverside Greens Homeowners' Association, Inc.

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



Ralph Kerl
NOTARY PUBLIC for Idaho
Residing at: Foot Hill
Commission Expires: 9/16/11

OFFICIAL RECORD BK# 896
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF m1
FEE 10 DEPUTY _____

Cooper J Larsen

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