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**SECOND 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"), as amended, 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 *and ceilings from the exterior side of the sheet rock outward*, roofs, porches, patios and appurtenances of each Residence. The Owners shall maintain in good repair the interior surfaces *of each residence, from the interior sheet rock inward, as well as the heating and air conditioning units regardless of their location.*

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 4.4. 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 **and ceilings from the exterior side of the sheet rock outward**, roofs, porches, patios and appurtenances of each Residence, **excluding any heating and air conditioning system**; 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 **and ceilings from the exterior side of the sheet rock outward**, roofs, porches, patios and appurtenances of each Residence, **excluding any heating and air conditioning systems**, 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

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

Dated this 18 day of September, 2007.

**RIVERSIDE GREENS HOMEOWNERS' ASSOCIATION, INC.**

By Kert W. Howard  
Kert W. Howard, President

Attest:

Sherrie Frasure  
Sherrie Frasure, Secretary

