

**THIRD 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.

"Effective upon the passage of this amendment it will be the home owner's responsibility, NOT THE ASSOCIATIONS, to maintain, and keep in an acceptable condition ALL of the following.

Exterior walls, roofs, patios, walks, driveways, porches, stairs, steps, fences, windows, doors, exterior stucco, gutters, downspouts, improvements, planter areas, lawn settlement caused by settlement of utility line trenches that serve the home, trees, and similar items with the **EXCEPTIONS** noted below.

In all cases maintenance, repairs, and when required replacement of any of the above, will match the original construction in appearance. In the event that a home owner does not keep their property maintained and in a state of good repair the Association, at the sole discretion of the acting board, will make the repairs and seek reimbursement from the home owner per the appropriate provisions in the Declaration.

Additionally, it will be the homeowner's responsibility to perform all pest control and be responsible for any damages caused by pests. This includes but is not limited to

rodents, mice, spiders, ants, insects, snakes, etc. The exceptions to this are noted in items 3 And 14 below.

It will now be the homeowners' responsibility to provide insurance coverage and limits of insurance as noted below for all their property. There is no exception to providing this coverage. It will be the homeowners responsibility to maintain this insurance and forward to the property manager, or board, proof of insurance. In the event that insurance premiums are not paid by a homeowner, the Association will pay the premium and bill the homeowner. If the cost to the Association is not reimbursed the Association will seek to recover its cost in accordance with provisions contained in the Declaration.

The Association will maintain **ONLY** the following.

1. Sidewalks along the streets, common street lights (not maintained by the City), common area trees and scrubs, lawns, irrigation systems, settlements or damages caused by the irrigation system and utility mains. The Association will not maintain utility laterals from the mains to the homes.
2. Lawn damage created by voles or other pests.
3. Lawn pests control measures – voles, etc.
4. Entrance sign and any common signs.
5. Snow removal at the sidewalks at the street, driveways and the walks to front porches.
6. The fence between the Association property and the golf course.
7. Golf ball nets.
8. Island paving in and around the turn-a-bout.
9. The golf statue.
10. Misc. street signage.
11. All damages caused by golf balls to windows/doors, exterior finish, gutters, and shingles.
12. All damages caused by woodpeckers.
13. Repainting and re-caulking of exterior doors and windows due to fading. This excludes garage doors.
14. Minor repairs to the exterior finish caused by cracking. This does not provide for the re-painting of the complete exterior.

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.

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 Common Areas and 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 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 of Owner arising out of the use of the Common Area and any improvement located upon any Common Area. The insurance, when and where applicable, shall name separately, as protected insured's, the following: the Associates, the Board and its members, and committee appointed by the Board, the

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

Dated this 1 day of March, 2013.

RIVERSIDE GREENS HOMEOWNERS' ASSOCIATION, INC.

By Joseph S. Reams
Joseph S. Reams, Board Member

Attest:
[Signature]
Marsha Lasser, Board Member

Robert Bragante

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(STATE OF IDAHO)

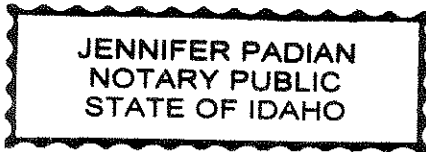
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(County of Bannock)

On this 1st day of March, 2013, before me, the undersigned Notary Public in and for said County and State, personally appeared Joseph S. Reams and ~~Marsha Losser~~ ^{Robert Bregante}, known or identified to me to be the Board Members, 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.



Jennifer Padian
NOTARY PUBLIC for Idaho
Residing at: Pocatello, Idaho
Commission Expires: January 29, 2019

OFFICIAL RECORD BK# 965
BANNOCK COUNTY IDAHO
RECORDED AT REQUEST OF
FEE 19 DEPUTY BM

Jennifer Padian
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