

WHEN RECORDED RETURN TO:
River District Homeowner's Association, Inc.
c/o Tim Dublin
12828 LaSalle Street, Suite 101
Boise, ID 83713

**AMENDMENT BY RIVER DISTRICT HOMEOWNER'S
ASSOCIATION, INC. TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LONESOME DOVE SUBDIVISION**

The majority of Owners of River District Homeowner's Association, Inc. (herein the "Association") hereby amend the "Declaration Of Covenants, Conditions And Restrictions For Lonesome Dove Subdivision" (herein "Declaration"), sometimes called the "Master Declaration", which was recorded December 10, 2008 in the Records of Ada County as Instrument 108131523, and which has been supplemented from time to time, including by a "Second Supplement To The Master Declaration Of Covenants, Conditions, Easements and Restrictions For Lonesome Dove Subdivision" (herein "Second Supplement") dated December 18, 2008 and recorded as Instrument 108134326.

This Amendment is authorized by the signatures below acknowledging the consent of not less than ninety percent (90%) of the votes of the membership in the Association, pursuant to Article XVI, Section 16.2 of the Declaration.

Upon recording of this Amendment in the Records of Ada County, the Declaration and Second Supplement shall be amended as follows:

1. **Declaration Article V, Section 5.2 Landscape Maintenance of Lots** shall be excised and replaced with the following new section:

5.2 **Landscape Maintenance of Lots**: The Association shall be responsible for the general maintenance of all front, rear and side yards on the Lots. This general maintenance shall include mowing, trimming, turf fertilization, weeding of planter and shrub beds, irrigation system spring start-up, irrigation system fall winterization, regulation and adjustment of irrigation pressure, replacement and repair of irrigation lines, replacement and repair of irrigation heads and nozzles, irrigation system monitoring and adjustments to ensure proper coverage, pruning of bushes and trees, tree health treatments and tree fertilization.

The Association is not responsible for the replacement of failed trees or shrubs, regardless of cause.

The Board of the Association, in its sole discretion, shall decide what level of maintenance is acceptable and sufficient and shall adopt a Scope of Landscape Services in writing and update it by vote of the Board, from time to time.

2. **Declaration Article VII, Section 7.13 Boats, Campers and Other Vehicles** shall be retitled, and shall now include the following new subsection "C." but otherwise remain unchanged:

7.13 **Automobiles, Boats, Campers and Other Vehicles**: ...

C. Parking of automobiles, trucks, motorcycles and any other vehicles within the Property shall only be permitted at the times and in the areas where indicated by the Association. Other uses of the garage besides parking may also be limited by the Association from time to time. No parking at any time shall be permitted in the private alleyways serving

the Property. Failure to abide by published and posted parking restrictions and uses of the garages shall be handled consistent with the procedures established under Article VIII, Section 8.9(A)(1).

3. **Declaration Article VII, Section 7.20 Renting** shall be added to the Declaration as follows:

7.20 **Renting**: The right to lease out a Unit or subdivision thereof is a property right inherent to the ownership rights of each Owner. However, the Association reserves its right to require that only an approved management/rental management company be used for Unit rentals to preserve the value of the entire Association and guarantee maintenance of Units. Therefore, the Association shall require each Owner to apply for permission before leasing any portion of the Unit, and shall also require such application to include the lease or lease terms, and management contract and manager to be used. If the lease or manager does not meet the Association standard, then the application for approval to lease may be denied.


4. **Declaration Article XV, Section 15.1. Required Insurance** and also **Second Supplement Article I, Section 1.2.2 Sharing of Repair and Maintenance** ; and also **Second Supplement Article II, Section 2.10.2** shall be amended and clarified by the addition of the following new **Second Supplement Article III, Section 3.2 Required Insurance**:

3.2 **Required Insurance In Townhomes**: Each Owner shall be responsible to insure the full replacement value of their unit. Despite any language to the contrary elsewhere in the Declaration or this Second Supplement, neither the Association, nor any subassociation, shall be responsible to insure or indemnify any of the townhome structures. The Association or subassociation may require proof of insurance or adopt other rules or take such other steps as it deems needed, in the board's sole discretion, to ensure adequate levels of insurance are maintained by Owners.

Owner Certification

This document has been signed and acknowledged by Owners representing not less than ninety percent (90%) of the votes of membership in the Association. Owners signed and acknowledged that they have read, understood and agree with the amendments included herein. With the owners' consent, their signatures are hereby incorporated by reference into this document. Records of the actual signatures will be maintained by the Association as Exhibit "A" to this document.

SO CERTIFIED.


By: Corey Elitharp
President
River District Homeowner's Association, Inc

SUBSCRIBED AND SWORN to before me by Corey Elitharp, who certified the foregoing and is known to me or presented proof of identity this 11 day of November, 2014.

Jeremy Mothershed
Name:
Notary Public for Idaho
My Commission Expires: 1-20-20

