

IDAHO COUNTY RECORDER  
J. DAVID NAVARRO  
PO BOX 10410

RECORDED - REQUEST OF  
*TR Company*  
FEE 12.00 DEPUTY *[Signature]*

**AMENDMENT TO MASTER DECLARATION**

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OF

**COVENANTS, CONDITIONS AND RESTRICTIONS**

OF

**TWO RIVERS SUBDIVISION**

THIS AMENDMENT to Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision is made on the date hereinafter set forth by T R Company, LLC, an Idaho limited liability company ("Declarant").

WHEREAS, Declarant has heretofore filed of record the Master Declaration of Covenants, Conditions and Restrictions of Two Rivers Subdivision (hereinafter the "Master Declaration"), which Master Declaration was recorded on July 25, 2000 as Instrument No. 100058217, records of Ada County, Idaho; and

WHEREAS, pursuant to the Declaration, amendment of any provision thereof requires an instrument signed by members of Two Rivers Subdivision Homeowners Association (the "Master Association") entitled to cast not less than 66 2/3% of the votes of membership; and

WHEREAS, Declarant is currently entitled to cast in excess of 66 2/3% of the votes of membership of the Master Association;

NOW, THEREFORE, Declarant hereby declares that the Master Declaration is hereby amended as follows:

1. A new Section 9, in Article XII, shall be added to read as follows:

Section 9. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- a. All job sites are to be kept as clean as possible during construction. A receptacle for trash and debris shall be located on the subject Lot and shall not be overfilled nor shall debris be permitted to be blown by wind, tracked by vehicles or otherwise be permitted to accumulate on the subject Lot or on surrounding Lots or Common Areas. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily.

- b. Vehicles belonging to workmen or used in the construction of the improvements on a Lot shall not be parked in front of occupied Dwelling Units or interfere with traffic on public or private streets.
- c. Utilities, including power and water, shall not be taken from any other Lot without the approval from the Owner thereof.
- d. All contractors and subcontractors shall be prohibited from keeping dogs at the job site.
- e. Each Owner shall be responsible to repair any damage which may occur during the construction of any improvements to any road, mailbox, utility facility or other onsite or offsite improvement caused by the Owner or the Owner's agents or contractors.

In the event an Owner or an Owner's agent or contractor shall fail or refuse to comply with the maintenance requirements of this Section, the Declarant or an Association may take such remedial action as it deems appropriate, including but not limited to the cleanup of the Lot and surrounding areas, the costs of which may be added to and become a part of the assessment to which such Owner's Lot is subject.

2. Article XVIII, Section 1 of the said Master Declaration is hereby amended in its entirety to read as follows:

Section 1. Enforcement: The Master Association or the applicable Local Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, an Association shall be entitled to impose a monetary penalty, not to exceed the sum of \$100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the applicable Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the applicable

Association or by a Committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject. In the event an Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event an Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by an Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

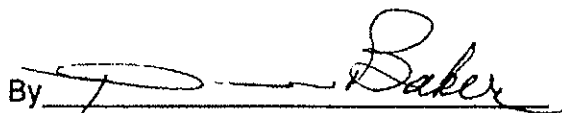
3. A new paragraph L in Article XI, shall be added to read as follows:

L. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and standard sized sign on a Lot containing only such information as is required to indicate that the property is for sale. No other signs may be displayed on a Lot, including temporary signs advertising the names of the contractor, subcontractors, or financing institutions, unless such signs have been approved, in writing, by the Architectural Control Committee prior to installation.

Except as amended herein, the Declaration shall remain in full force and effect with no other change of modification.

DATED this 24 day of August 2001.

T R Company, LLC

By   
Dennis M. Baker, Manager

