

01A 4983
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
ACCOMMODATION
2001 NO -1 PM 2:45

RECORDED - REQUEST OF
FEE 9.00
DEPUTY *M. P. [Signature]*
101114988

PIONEER TITLE

**SECOND AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TWO RIVERS SUBDIVISION**

THIS Second 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. Article X of the Master Declaration is hereby amended in its entirety to read as follows:

ARTICLE X. MAINTENANCE RESPONSIBILITY

Section 1. Maintenance by Association. The Association designated in this Declaration and any Supplemental Declaration shall provide maintenance to and be responsible for the Common Areas and improvements thereon, including any Association-owned streetlights, the Irrigation Water Supply System, the Storm Water Drainage and Retention

System (as provided in Article VI, above), and any Waterway which may be located upon a Lot.

In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The designated Association shall have an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Maintenance by Owner. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit, and any parking strip located between the sidewalk and the street adjacent to his Lot. Prior to the construction of a Dwelling Unit thereon, each Owner shall be responsible to keep his Lot in a neat and aesthetically pleasing condition, reasonably free of weeds and accumulation of rubbish and debris. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred twenty (120) days of the damage or destruction.

Section 3. Failure of Owner to Maintain. In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Master Association or the applicable Local Association shall have the power to enter on to said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that the Board of Directors of the applicable Association shall have delivered to such Owner written notice at least seven (7) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by the Association in performing such maintenance or repairs, together with interest thereon from the date of expenditure at the rate of two percent (2%) per month, shall be added to and become part of the assessment to which such Owner's Lot is subject.

