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SPACE ABOVE RESERVED FOR RECORDER'S USE

**SECOND AMENDMENT  
TO THE  
AMENDED AND RESTATED PHASE 3-B SUPPLEMENT  
TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR RIVER RUN PHASE 3-B SUBDIVISION**

**RECITALS**

**WHEREAS**, this is the Second Amendment to the River Run Phase 3-B Subdivision (hereinafter referred to as "Phase 3-B Association") Amended and Restated Declaration of Covenants Conditions and Restrictions recorded on October 18, 1996 as Instrument No. 96087082 in the office of Ada County, Idaho (hereinafter referred to as "CCR's"); and to the First Amendment to the Phase 3-B Association Amended and Restated Declaration of CCR's recorded on December 9, 1998 as Instrument No. 98118099 in the office of Ada County, Idaho; and

**WHEREAS**, the Members of the Association agreed by majority vote to revise Section 3.2.1 to arrange for snow and ice removal to include walkways; and to delete in it's entirety Section 8.3 regarding window treatment as provided herein;

**NOW THEREFORE**, the following Amendments are hereby made to the CCR's for the following Sections and their respective subparts:

**ARTICLE 3**

## PHASE 3-B ASSOCIATION

Section 3.2 -- Special Duties of the Phase 3-B Association. Without limiting the generality of the general powers and duties of the Phase 3-B Association, the Phase 3-B Association shall have the power and obligation to conduct and perform the following duties, the costs of which shall be borne as provided in Article 4:

3.2.1 -- Maintenance of the Building Exteriors and Landscaped Areas. Maintenance of the exteriors of all Building Structures located in the Phase 3-B Subdivision and the maintenance

and repair of all Landscaped Areas. Maintenance of the exteriors of Building Structures shall include the painting, staining, restaining, repairing and replacing of all exterior surfaces, including roofs, and exterior portions of doors; maintaining, repairing and replacing exterior lighting fixtures, exterior portions of chimneys, rain gutters and down spouts, and sprinkler timing devices. Such maintenance specifically does not include the following which are sole responsibility of the Owners of the Building Lots: repairing, replacing, or cleaning of glass, landscaping and other improvements within the Outdoor Living Areas, exterior items of hardware not specifically enumerated above, roof top skylights, exterior window casements, sashes and frames (other than painting and staining of the same), window screens, storm windows, storm doors, or screen doors (other than painting and staining of the same), walkways, driveways, electrical and mechanical doorbells, knockers, and air conditioning and heating equipment and devices. The Owners of the Building Lots shall be responsible for maintaining, repairing, replacing and caring for any and all maintenance required for the interiors of the respective dwelling units, including without limitation, maintaining, repairing, replacing and caring for electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or free standing, air conditioning, Heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the Building Structures. Maintenance of Landscaped Areas includes maintaining, repairing and replacing of grass, sod, trees, shrubs, and bushes in a neat, clean and attractive condition, and the maintenance and repair of all underground sprinkler systems. Maintenance of Landscaped Areas shall also include maintenance of Water Courses located in Phase 3-B and pathways located on Building Lots in Phase 3-B other than Water Courses and pathways located on River Run Homeowner's Association Common Area. The Phase 3-B Association shall also arrange for snow and ice removal from all driveways, **walkways and parking areas** located on Building Lots. In the event any maintenance or repair is performed by the Phase 3-B Association which is required by reason of a willful or negligent act or omission of an Owner, or the tenants, guests, or invitees thereof, the cost of such maintenance and repair shall be assessed as a Local Limited Assessment against such Owner. The decision as to what maintenance is required for a particular Building Structure and the timing of the maintenance shall rest solely within the Board of Directors of the Phase 3-B Association.

**ARTICLE 8**

**ADDITIONAL RESTRICTIONS**

Section 8.3 -- Window Treatment is hereby deleted.

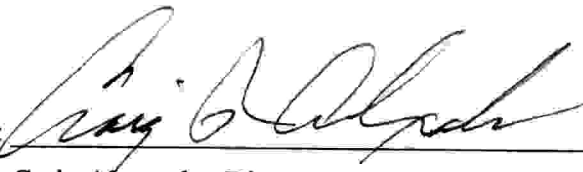
Except as expressly provided in this Second Amendment, the remaining terms, conditions and covenants of the CCR's shall remain unchanged and in full force and effect.

The undersigned hereby certifies that, pursuant to Article 9, Section 9.2 of the Amended and Restated Phase 3-B Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Run the Owners of at least fifty-one percent (51%) of the Building Lots located in the Phase 3-B Subdivision have approved in writing the foregoing amendment to the CCR's.

Dated this 25<sup>TH</sup> day of ~~January~~<sup>February</sup>, 2014.

RIVER RUN PHASE 3-B  
LOCAL ASSOCIATION, INC.

By: Jim Thompson  
Jim Thompson, President

By: 

Craig Alexander, Director

3/4/2014

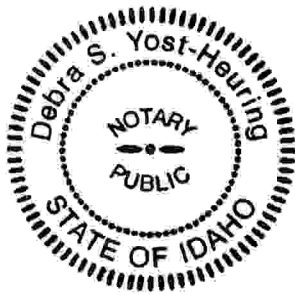
STATE OF IDAHO )

SS

County of Ada )

On this 25<sup>th</sup> day of <sup>February</sup>~~January~~, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Jim Thompson, know or identified to me to be the person authorized to execute the above instrument on behalf of the above-identified entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(seal)

Debra S. Yost-Heuring

Notary Public for Idaho

Residing at: Boise, Idaho

My Commission Expires: 07/03/2019

STATE OF IDAHO )

SS

County of Ada )

On this 4 day of <sup>March</sup>~~January~~, 2014, before me, the undersigned Notary Public in and for said State, personally appeared Craig Alexander, know or identified to me to be the person authorized to execute the above instrument on behalf of the above-identified entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Andrew Collier*

Notary Public for Idaho

Residing at: Boise, Idaho

My Commission Expires: 6-13-19

