

**Instrument # 629307**

HAILEY, BLAINE, IDAHO  
09-08-2015 9:33:14 AM No. of Pages: 4  
Recorded for: AMERITITLE KETCHUM  
JOLYNN DRAGE Fee: \$19.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**This instrument filed for record by Amerititle, Inc., as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.**

**WHEN RECORDED RETURN TO**  
Vial Fotheringham, LLP  
12828 LaSalle St., Suite 101  
Boise, ID 83713

**FIRST AMENDMENT TO THE DECLARATION, RECIPROCAL  
EASEMENT AND PARTY WALL DECLARATION  
RIVER RUN PLAZA,  
A TOWNHOUSE SUBDIVISION**

This First Amendment to the Declaration, Reciprocal Easement and Party Wall Declaration – River Run Plaza, a Townhouse Subdivision (the “Declaration”) is made effective as of the date recorded, by the River Run Home Owners Association, Inc.

**ARTICLE I - RECITALS**

**1.1 Supplement and Amendment to Declaration.** This Amendment is a supplement and amendment to that certain Declaration for the River Run Plaza Townhomes, dated March 3, 1991 and recorded as Instrument No. 328941 in the records of Blaine County Idaho on April 5, 1991.

**1.2 Authority.** Section 15 of the Declaration, entitled “Amendment,” permits the amendment of the Declaration with the unanimous written consent of all owners. At the time of this amendment, the R J Morgan & Associates Pension Plan owns all units within the Subdivision, controls the management body, and consents to and authorizes this First Amendment.

**1.3 Definitions.** Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

**ARTICLE II - AMENDMENTS**

**The Declaration is hereby amended as follows. All references are to the Declaration:**

**2.1** Section 12, entitled “Assessments,” is hereby amended to read as follows. Amended language is in italics:

**12. Assessments.** Each owner shall be deemed to covenant and pay to the management body periodic assessments for the purposes provided in this Declaration together with special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Section.

The total periodic assessments against the townhouse units shall be based upon advance estimates of cash requirement by the management body to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the exterior of the townhouse units and sublots, which may include, among other things, expenses of management; premiums for all insurance which the subplot owners are required or permitted to maintain

pursuant hereto; landscaping and care of townhouse sublots; trash collection; snow removal; legal and accounting fees; and any other expenses and liabilities which may be incurred for the benefit of the subplot owners under and by reason of this Declaration.

The management body shall make periodic assessments, *apportioned based upon the percentage square footage of each townhouse unit, which may be assessed monthly, quarterly, or otherwise, as the management body shall determine from time to time. Unit A, constituting 24.5% of the total square footage of the Units, shall be assessed a 24.5% share of the total assessment obligation. Unit B, constituting 24.2% of the total square footage of the Units, shall be assessed a 24.2% share of the total assessment obligation. Unit C, constituting 24.2% of the total square footage of the Units, shall be assessed a 24.2% share of the total assessment obligation. Unit D, constituting 27.1% of the total square footage of the Units, shall be assessed a 27.1% share of the total assessment obligation. This apportionment scheme shall apply to both regularly assessed periodic assessments and all special assessments, if any.* Written notice of the assessment shall be given to each owner, which notice shall specify the amount of the assessment and the date of payment of the same. No payments shall be due less than fifteen (15) days after said written notice has been given. Each periodic assessment shall bear interest at the rate of eighteen (18%) per annum, from the date it becomes due and payable if not paid within thirty (30) days after such date.

[Remainder of Section 11 is omitted, but remains in full effect and force.]

**2.2** Section 7, entitled "Parking Restrictions," is hereby amended to read as follows:

7. Parking. According to the Plat of River Run Plaza, recorded at Book \_\_\_\_, Page \_\_\_\_ of Plats, in the records of Blaine County, State of Idaho, Sublot PB, Sublot PC, and Sublot PD, are owned by Units B, C, and D, respectively. The ownership and use of these parking Sublots is hereby subjected to and restricted by a cross-access parking agreement and easement for the benefit of all Units. Each Unit and Unit Owner shall have the right of ingress, egress, pedestrian access, and parking on Sublots PB, PC, and PD, in perpetuity, subject to reasonable rules and regulations as adopted by the management body. The management body shall be authorized and empowered to govern the use of the parking sublots, designate particular parking spots for the benefit of particular units, and limit the type and size of vehicles allowed to park within the parking sublots. The Association may require the removal of any inoperable vehicle, any unsightly vehicle, or any improperly parked or stored vehicle located on a parking subplot.

**2.3** Section 4, Subsection (a) entitled "Association Rules" is hereby amended to read as follows:

(a) Association Rules. The "Association Rules" means the rules and regulations, adopted by the management body, necessary or convenient from time to time to ensure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of

the Association shall be binding upon all owners and occupants and all other persons claiming any interest in any unit or subplot.

2.4 Section 6, Subsection (a) entitled "Residential Use," is hereby amended to read as follows:

(a) Residential Use. No unit or subplot shall be used except for residential purposes, and no unit, subplot, or common area shall be used for the conduct of any trade or business or professional activity other than an "in home" office which has no customer or client traffic and for which there are no exterior signs.

2.5 The Declaration is hereby amended to include a new Section 16, entitled "Enforcement," which shall read as follows:

16. Enforcement. The Management Body shall have the power and the duty to enforce the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. If legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws, or the rules and regulations, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the Court. In the event that any Owner becomes delinquent in the payment of his or her assessments, reasonable attorneys fees and costs, shall be charged to that Owner's account and shall be collectable in the same manner as assessments.

No other amendments are intended or implied by this Amendment and the original Declaration, Reciprocal Easement and Party Wall Declaration – River Run Plaza, a Townhouse Subdivision, and any subsequent Amendments thereto not inconsistent with this amendment shall remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly executed this First Amendment to the Declaration for River Run Plaza and attests that this Amendment was duly approved and authorized unanimously by the Owners of all Units within River Run Plaza on this \_\_\_\_\_ day of September, 2015.

River Run Home Owners Association, Inc.  
an Idaho limited liability company

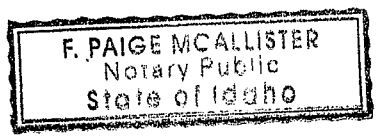
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*RICHARD MORGAN*  
*PRES*

STATE OF IDAHO     )  
                                  ) ss.  
County of Blaine    )

On this 4th day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Morgan, known or identified to me to be a member of the management body of the River Run Home Owners Association, Inc., the person who executed the instrument on behalf of said Association, and acknowledged to me that such Association executed the same.

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



*F. Paige McAllister*  
Notary Public for Idaho  
Residing at Ketchikan, ID  
My commission expires: 1/31/19