

Recording requested by, and after recording please return to:

Tahoe Homes, LLC
Attn: Amy Kelley
PO Box 1610
Eagle, Idaho 83616

**SECOND AMENDMENT TO
DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR
THE BOULEVARD AT HARRIS RANCH**

THIS SECOND AMENDMENT TO DECLARATION OF COMMON MAINTENANCE AGREEMENT FOR THE BOULEVARD AT HARRIS RANCH (this "**Amendment**") is made effective January 5, 2016 (the "**Effective Date**") by TAHOE HOMES, LLC, an Idaho limited liability company ("**Grantor**").

RECITALS

- A. Grantor recorded that certain Declaration of Common Maintenance Agreement for The Boulevard at Harris Ranch, dated August 14, 2015, in the real property records of Ada County, Idaho as Instrument No. 2015-074988 on August 14, 2015, as amended by that certain First Amendment to Declaration of Common Maintenance Agreement for the Boulevard at Harris Ranch, dated October 16, 2015 and recorded in the real property records of Ada County, Idaho as Instrument No. 2015-097004 on October 20, 2015 (the "**Declaration**").
- B. Section 10.1 of the Declaration provides that until recording Grantor's first deed to a Lot, Grantor may amend the Declaration by recording a written instrument setting forth the amendment.
- C. Grantor has not yet recorded a deed to a Lot, and Grantor desires to amend the Declaration as hereinafter set forth.

AMENDMENT

1. **Definitions; Incorporation.** Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Declaration. All recitals to this Amendment are hereby incorporated herein by this reference.
2. **Amendment to Article 3.** Delete Article 3 of the Declaration in its entirety and replace with the following:

**ARTICLE 3
COMMON WALLS, SIDE YARD EASEMENTS, AND LEASING LIMITATION**

3.1 **Common Walls.** The residential dwellings constructed on each Lot will be townhouses separated by common wall assemblies that meet the requirements for townhouses under applicable laws, including the International Residential Code (the "**Common Wall**"). Each townhouse dwelling will be constructed such that all of its structural elements are located entirely on its Townhouse Lot, including the portions of the Common Wall that the townhouse dwelling uses for structural and lateral support (provided, however, lateral ties are allowed as permitted by law). Each Owner will be responsible for maintaining, repairing and replacing that portion of the Common Wall that is located on the Owner's Lot such that it remains in good condition free of

structural defects. If the Owner's portion of the Common Wall is damaged by any cause (casualty or otherwise), the Owner will promptly restore that portion of the Common Wall in a safe and lawful condition. Subject to the Community Rules, Grantor hereby establishes a reciprocal easement of ingress and egress for each Owner of a Townhouse Lot over the adjacent ten (10) feet of adjoining Townhouse Lots (but not inside of any townhouse dwelling) for reasonable and necessary maintenance and repair of the Common Walls.

3.2 Side Yard Easements on Certain Lots. If Grantor encloses the side yard of any Lot into the side yard of an adjacent Lot (such enclosed portion being the "Side Yard"), then the owner of the adjacent Lot (the "Benefitted Owner") will have an easement on, over, under and across the Side Yard to use and occupy the Side Yard for domestic, recreational and social activities of the kind that normally and customarily occur in a yard of a single-family residential dwelling; provided, however, the Benefitted Owner may not engage in any activity in the Side Yard that is offensive, obnoxious, vexing, or annoying to the owner of the Side Yard, or that constitutes a nuisance to anyone. The Owner of the Side Yard may not use or occupy the Side Yard in any manner that interferes with full use or occupancy of the Side Yard by Benefitted Owner. The Benefitted Owner is responsible for the improvement, care, maintenance, repair and replacement of the Side Yard. Further, the Benefitted Owner is responsible for the conduct of its tenants, occupants and invitees who use the Side Yard as if the conduct was engaged in by the Benefitted Owner. If Grantor records a side yard easement instrument against the affected Lots, such side yard easement shall govern over this Section 3.2.

3.3 Leasing Limitation. In order to foster and maintain the stable, residential character of the Community, no Owner may lease their Lot, including the dwelling unit thereon, to any person or entity for less than a term of six (6) months. For purposes of this section, the term "lease" includes, without limitation, any rental, letting, subletting, licensing, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not related to the Owner by blood, legal marriage or legal adoption. Any Owner who leases a Lot is fully responsible for the conduct and activities of the Owner's tenant as if the Owner were the tenant. Any Owner who leases a Lot must comply with the Fair Housing Act to the extent it applies to the Owner. The Association may adopt and enforce additional rules, regulations and restrictions on the leasing of Lots.

3. **Amendment to Section 4.3.** Add the following to the end of Section 4.3 to the Declaration:

This easement includes, without limitation, rights to install and access irrigation lines and irrigation control boxes in any location in any Lot. Grantor or the Association may install an irrigation control box and related equipment on the exterior of any structure on a Lot and, in such event, Grantor or the Association will endeavor to paint the exterior of such irrigation box and related equipment to match the townhouse. Further, Grantor or the Association may connect the irrigation control box to the electric meter for that Lot, and in such event the Owner of that Lot will receive a credit against Regular Assessments each year in the amount set by the Board to reflect the Board's estimate of the electricity used or to be used by such irrigation control box for such year.

4. **Effect of Amendment.** Except as expressly provided in this Amendment, all of the terms and conditions of the Declaration remain in full force and effect. To the extent there is a conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment will control.

[end of text; signature page follows]

DATED effective as of the Effective Date.

GRANTOR:

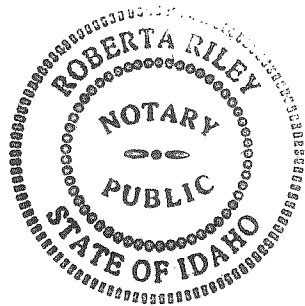
TAHOE HOMES, LLC,
an Idaho limited liability company

By: Amy Kelley
Name: Amy Kelley
Title: Manager

STATE OF IDAHO)
)ss.
County of Ada)

On this 5 day of January, 2016, before me a Notary Public, personally appeared Amy Kelley, known or identified to me to be the **Manager** of **Tahoe Homes, LLC**, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that the company 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.



Roberta Riley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian Idaho
My Commission Expires February 15, 2019