



**Please Record and return to:**  
Amanda Breen  
Amanda Breen Law, PLLC  
371 Walnut Avenue  
P.O. Box 3898  
Ketchum, Idaho 83340-3898  
(208) 721-1760  
amanda@amandabreenlaw.com

**Instrument # 672261**  
HAILEY, BLAINE, IDAHO  
8-24-2020 03:01:56 PM No. of Pages: 3  
Recorded for : AMANDA BREEN LAW, PLLC  
JOLYNN DRAGE Fee: 16.00  
Ex-Officio Recorder Deputy JB  
Index to: AMENDED COVENANTS & RESTRICTIONS

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINERIDGE TOWNHOMES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINERIDGE TOWNHOMES (“Amendment”), supplementing and amending the Declaration of Covenants, Conditions and Restrictions for Pineridge Townhomes, recorded on December 20, 2005 as Instrument No. 530201, records of Blaine County, Idaho, and the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pineridge Townhomes, recorded on December 20, 2005 as Instrument No. 530204, records of Blaine County, Idaho (collectively, “Declaration”) is made pursuant to Article IX, Section 9.2 of the Declaration on the date first signed below.

**I. The following provision shall replace Article VI, Section 6.2 in its entirety:**

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs, and reasonable attorney's fees, shall be the personal obligation of the person or entity who was the Owner at the time such assessment, or installment became due and payable. If more than one person or entity was the Owner of a Townhome, the personal obligation to pay such assessment, or installment respecting such Townhome shall be both joint and several. No Owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the Common Area or by waiver of the use or enjoyment of, or by abandonment of his Townhome.

**II. The following provision shall be added to the Declaration as Article VI, Section 6.2.1:**

6.2.1 Personal Liability of Successor in Interest for Assessments. A successor in interest, whether by purchase, gift, quitclaim, devise, foreclosure, or by any other means of transfer, of a Townhome shall be jointly and severally liable with the seller for all unpaid assessments against the Townhome up to the time of grant or conveyance, without prejudice to the successor in interest’s right to recover from the seller the amount paid by the successor in interest for such assessments.



**III. No other modifications:**

Except as modified herein, all other provisions of the Declaration remain in full force and effect. In the event of any conflict between this Amendment and any prior provision in the Declaration or any amendment thereto, this Amendment shall control.


**IV. Authority**

This amendment was authorized by a vote by written ballot of at least sixty-seven percent (67%) of the Owners according to their percentage interest pursuant to Article IX, section 9.2 of the Declaration.

**SECRETARY'S CERTIFICATE**

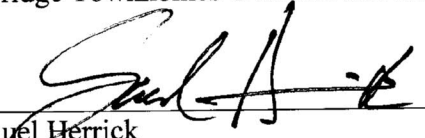
I, Jennifer Smith, Secretary of the Pineridge Townhomes Owners Association, Inc., received and tallied the votes of Owners via a written ballot on the date of tally, August 3, 2020. A total of 24 Owners, representing at least sixty-seven percent (67%) of the Owners according to their percentage interest voted to amend the Declaration as set forth above. The amendment was duly adopted.

Pineridge Townhomes Owners Association, Inc.

By:   
Jennifer Smith  
Its Secretary

IN WITNESS WHEREOF, the undersigned has executed the foregoing document effective as of the date first above written, and certifies that the amendment was duly adopted.

Pineridge Townhomes Owners Association, Inc.

By:   
Samuel Herrick  
Its President

STATE OF IDAHO    )  
                                   :SS  
 County of Blaine    )

On this 19<sup>th</sup> day of August, 2020, before me, a Notary Public in and for said State, personally appeared Jennifer Smith and Samuel Herrick, known or identified to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that s/he 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.





Notary Public for the State of Idaho  
 Residing at: Ketchum, Idaho  
 My Commission Expires: 12-15-2020



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Sun Valley Title



# AMANDA BREEN LAW PLLC

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August 20, 2020

Blaine County Recorder  
206 1st Ave. S., Ste. 200  
Hailey, ID 83333

Re: Recording of Amendment of Declaration of CC&Rs

Dear Sir/Madam,

Please find enclosed the original Second Amendment to Declaration of CC&Rs for Pineridge Townhomes. Please record this document and return the recorded document to my office. I have enclosed a check in the amount of \$16.00 for the three-page recording fee, and a self-addressed, stamped envelope. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda Breen'.

Amanda Breen  
Attorney at Law