

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION FOR:
EDGEWATER MILL RIVER SUBDIVISION PHASE 1 (INCLUDING ALL SUBSEQUENT
ADDITIONS THERETO),
MILL RIVER FIRST ADDITION,
MILL RIVER SECOND ADDITION,
AND FOR MILL RIVER THIRD ADDITION**

This Third Amendment to Declaration Of Covenants, Conditions And Restrictions And Reservation For: Edgewater Mill River Subdivision Phase 1 (including all Subsequent Additions Thereto), Mill River First Addition, Mill River Second Addition, and for Mill River Third Addition (this “**Third Amendment**”) is made to be effective as of [insert day] [insert month], 2025 (“**Effective Date**”).

RECITALS AND BACKGROUND

A. This Third Amendment is adopted by the undersigned Mill River Property Owners Association, Inc. (“**Association**”), pursuant to the authority granted in Article XVII, Section 17.05, of the following document: (i) Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Mill River Second Addition a Subdivision located in Coeur d’Alene, Idaho, recorded on November 15, 2005 under Instrument No. 1995324 in the official records of Kootenai County (“**Original Second Addition CCRs**”); (ii) Declaration of Master Covenants, Conditions, Restrictions and Reservations of Easements for Mill River First Addition, a subdivision located in Coeur d’Alene, Kootenai County, Idaho, recorded August 23, 2005, under Instrument No. 1974429 in the Official Records of Kootenai County, as amended by that certain Revised Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for Mill River First Addition, a subdivision located in Coeur d’Alene, Kootenai County, Idaho, recorded August 25, 2005, under Instrument No. 1975160 in the Official Records of Kootenai County (“**Original First Addition CCRs**”); (iii) Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for "Edgewater" Mill River Subdivision, Phase 1, recorded on August 9, 2004 under Instrument No. 1893355 in the official records of Kootenai County, as corrected by that certain Addendum and Correction to Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for “Edgewater” Mill River Subdivision, Phase 1 a Subdivision Located in Coeur d’Alene, Idaho, recorded August 25, 2005 under Instrument No. 1975089 in the official records of Kootenai County (“**Original Edgewater CCRs**”, and collectively with the Original Second Addition CCRs and Original First Addition CCRs, the “**Original CCRs**”).

B. All of the Original CCRs were amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation for Edgewater Mill River Subdivision Phase 1 (including all subsequent additions thereto), for Mill River First Addition, for Mill River Second Addition, and for Mill River Third Addition recorded June 23, 2016, under Instrument No. 2550559000 in the official records of Kootenai County (“**First Amendment**”).

C. All of Original CCRs, as amended by the First Amendment, were further amended by that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation for Edgewater Mill River Subdivision Phase 1 (including all subsequent additions thereto), for Mill River First Addition, for Mill River Second Addition, and for Mill River Third Addition recorded June 24, 2016, under Instrument No. 2550759000 in the official records of Kootenai County (“**Second Amendment**”).

D. The Original CCRs, the First Amendment, and the Second Amendment may be collectively referred to herein as the “**Declaration**”.

E. The Association is the entity responsible for administering and enforcing the Declaration.

F. The Association desires to amend the Declaration as set forth below.

G. The required number of Members have voted in favor or provided written consent to amend the Declaration as set forth below.

NOW THEREFORE, the undersigned Association, having received the requisite affirmative votes, hereby adopts the following:

1. Amendments. The Declaration is hereby amended as follows:

a. Amendment of Section 1.11. Section 1.11 of the Original First Addition CCRs and Original Second Addition CCRs is hereby deleted and replaced in its entirety with the following:

1.11 **“Commercial Unit”** shall mean those Lots and the buildings and improvements constructed thereupon which are used for a commercial or business purpose within a commercial zone designated for commercial use according to the Plats for Mill River First Addition or Mill River Second Addition as approved by the Association and the City of Coeur d’Alene. Voting privileges and assessments applicable to a Commercial Unit shall be based upon each 500 square feet of improvements as further set forth in this Declaration. The Grandmill Townhouse Area is excluded from the Commercial Unit. Voting privileges and assessments applicable to the Grandmill Townhomes shall be based on the number of Townhouse Units owned pursuant to Section 3.01(v) below.

b. Amendment to Section 1.28, as applicable. Section 1.28 of the Original First Addition CCRs and Original Second Addition CCRs is hereby deleted and replaced in its entirety with the following:

1.28 **“Lease”** shall mean any agreement for the leasing or rental of a Dwelling Unit, Townhouse Unit, Commercial Unit, or Apartment Unit.

c. Amendment to Section 2.01. Section 2.01 of the Declaration is hereby deleted and replaced in its entirety with the following:

2.01 Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot or Unit. Ownership of such Lot or Unit, as the case may be, shall be the sole qualification for membership in the Association.

d. Amendment of Section 3.01(v). The following language is hereby added to the end of Section 3.01(v) of the Original First Addition CCRs and Original Second Addition CCRs:

“59 Townhouse Units are anticipated to be developed on Lot 2, Block 1 of the Property (**“Grandmill Townhouse Area”**). The Grandmill Townhouse Area was previously commercially zoned as C-17. Each Townhouse Unit shall be entitled to one (1) vote for each Unit owned. For the purpose of this Declaration, this section of the Property shall be known as the **“Grandmill Townhomes”**”.

e. Amendment of Section 3.03(f). Subsection 3.03(f) of the Second Amendment is hereby deleted and replaced with the following:

f. Neighborhood Boards shall prepare a budget for the Neighborhood operational and reserve funds in the Neighborhood accounts. Said budget shall be adopted by the Board of Directors of the Association unless said budget conflicts with the Project Documents or is otherwise not in line with the financial interests and goals of the Association. Neighborhood accounts are funds remaining from assessments after the Association's operating, capital and special assessment requirements are satisfied. Grandmill Townhomes will have a condominium association, so Grandmill Townhomes will have an approved portion of the Association's master budget, rather than a Neighborhood Board.

f. Amendment of Section 5.06(b). The attached Schedule 5.06(b) is hereby added to the end of Section 5.06(b) and attached to and incorporated into the Original First Addition CCRs and Original Second Addition CCRs.

g. Amendment of Sections 5.06(c)-5.06(g). The following language is hereby added to the end of each of subsections 5.06(c), 5.06(d), 5.06(e), 5.06(f), and 5.06(g) of the Original First Addition CCRs and Original Second Addition CCRs:

The attached Schedule 5.06(b) is hereby attached to and incorporated into the Declaration. If there are any inconsistencies between Schedule 5.06(b) and the Original Declaration, the terms of Schedule 5.06(b) shall control.

h. Amendment of Section 5.08. Section 5.08 of the Declaration is hereby deleted and replaced in its entirety with the following:

5.08 Commercial Common Area Expenses. The expenses for maintenance, improvements, and replacements of the parking areas, common areas, snow removal, common utilities and maintenance relating to the commercial uses of the Commercial Unit(s) shall be borne exclusively by the Owners of said Commercial Unit(s), and if more than one owner, the cost shall be fairly apportioned among the various Commercial Unit(s) owners.

i. New Section 10: Landscaping Maintenance for Non-Owner Occupied Homes. The following new Section is hereby added to the Declaration at the end of Article 10.

Landscaping Maintenance for Non-Owner Occupied Homes. For any Dwelling Unit that is not owner-occupied, the Owner must contract with a professional landscaping maintenance service to maintain the landscaping of the Lot in compliance with this Declaration, the Bylaws, and the Rules and Regulations. The landscaping maintenance service professional must be licensed and insured, and the Owner must provide proof of the professional landscaping contract and insurance to the Board upon request.

j. New Section 17.13: Voting and Meetings. The following new Section 17.13 is hereby added to the Declaration:

17.13 Voting and Meetings. The Association, through the Board, may, in its discretion, adopt and implement procedures for electronic voting and virtual meeting attendance. These procedures shall be outlined in the Rules and Regulations adopted by the Board, and shall ensure the privacy of Members, security of the meeting and information, and authenticity of the voting Member(s). The Association, through its Board, may engage an independent third-party agent or third-party platform to manage electronic voting and virtual meetings.

k. New Section 17.14: Transfer Fees. The following new Section 17.14 is hereby added to the Declaration:

17.14 Transfer Fees. A transfer fee shall be paid to the Association upon any conveyance of a Lot. The amount of the transfer fee will be established annually by the Board and will be a non-refundable contribution to the Association's operating account. The requirements of Idaho Code §55-3205(2), as amended, must be followed.

l. New Section 17.15: Fines and Enforcement. The following new Section 17.15 is hereby added to the Declaration:

17.15 Fines and Enforcement. In accordance with Idaho Code §55-3206, the Association, through its Board, shall have the power to impose fines or take other disciplinary action deemed necessary by the Board to gain compliance against any Member for failure to comply with the Declaration, Bylaws, or Rules and Regulations of the Association.

m. New Section 17.16: Rules and Regulations. The following new Section 17.16 is hereby added to the Declaration:

17.16 Rules and Regulations. The Board shall have the power and authority to adopt any reasonable rules and regulations to aid in the governance of the Association ("**Rules and Regulations**"). Such Rules and Regulations shall not be inconsistent with this Declaration or the Bylaws.

2. Miscellaneous. Except as amended by this Third Amendment, the Declaration remains in full force and effect. If there are any discrepancies between this Third Amendment and the Declaration, this Third Amendment shall control. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures and acknowledgments follow]

IN WITNESS WHEREOF, the undersigned President and Secretary hereby certify that the Association has received the requisite affirmative vote of seventy-five percent (75%) of the voting power of each class of Members in the Association, in accordance with Section 17.05 of the Declaration, to adopt this Third Amendment and by their signatures hereunder, adopt the Third Amendment in their capacity as the officers of the Association indicated below with their respective signatures.

MILL RIVER PROPERTY OWNERS ASSOCIATION, INC., an Idaho nonprofit corporation

By: _____
Name: _____
Its: President

By: _____
Name: _____
Its: Secretary

Schedule 5.06(b)

Responsible Areas		
Location	Responsible Neighborhoods	Excluded Neighborhoods
Area 1 - Private Park	All	None
Area 2 - Entryway/Right of Way on Grand Mill	River Life, Summerwalk, Rivers Edge, Condos, Commercial, Grand Mill Townhomes	Edgewater
Area 3 - Edgewater Neighborhood	Edgewater	Summerwalk, River Life, Commercial, Condos, Rivers Edge, Grand Mill Townhomes
Area 4 - River Life Private Roads	River Life	Summerwalk, Edgewater, Rivers Edge, Condos, Commercial, Grand Mill Townhomes
Area 5 - Summerwalk Private Roads	Summerwalk	River Life, Edgewater, Rivers Edge, Condos, Commercial, Grand Mill Townhomes
Area 6 - Summerwalk Common Areas	River Life, Summerwalk, Rivers Edge, Commercial, Grand Mill Townhomes	Edgewater, Condos
Area 7 - River Life Common Areas	River Life, Summerwalk, Rivers Edge, Commercial, Grand Mill Townhomes	Edgewater, Condos

Schedule 5.06(b) cont.

Percentage of Monetary Responsibility by Area							
Neighborhood	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 7
River Life	15.43%	17.14%	0.00%	100.00%	0.00%	27.27%	27.27%
Summerwalk	12.29%	13.65%	0.00%	0.00%	100.00%	21.72%	21.72%
Edgewater	10.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
River's Edge	6.29%	6.98%	0.00%	0.00%	0.00%	11.11%	11.11%
Condos at Mill River	33.43%	37.14%	0.00%	0.00%	0.00%	0.00%	0.00%
Commercial	5.71%	6.35%	0.00%	0.00%	0.00%	10.10%	10.10%
Grandmill Townhomes	16.86%	18.73%	0.00%	0.00%	0.00%	29.80%	29.80%