

2020-014596

RECORDED

03/17/2020 01:03 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=2 LBERG \$13.00
TYPE: MISC
TITLEONE BOISE
ELECTRONICALLY RECORDED

**ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT**

**FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ARBOR SUBDIVISION**

March 9, 2020

RECITALS

WHEREAS, Declarant is the developer of Arbor Subdivision in Canyon County, Idaho and recorded a **Master Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Subdivision** dated August 21, 2019, and recorded January 14, 2020, as Instrument No. 2020-02263, records of Canyon County, Idaho; which Master Declaration may be amended from time to time (collectively hereafter as amended "**Master Declaration**");

WHEREAS, pursuant to Section 6.03 of the Master Declaration, Declarant is the sole Class B Member;

WHEREAS, pursuant to Section 13.02 of the Master Declaration, until the Class B Termination Date, the Class B Member has the exclusive right to amend this Master Declaration by executing a written instrument and recording it with the Canyon County Recorder's Office; and

WHEREAS, the purpose of this First Amendment is to supplement and amend the Master Declaration to provide additional and clarifying information related to leasing and parking.

AMENDMENT

NOW, THEREFORE, the Grantor hereby declares it amends the Master Declaration as follows:

1. **Leasing.** Section 5.04, including subsection (a) of the Master Declaration shall be deleted in its entirety and replaced with the new Section 5.04, as follows:

SECTION 5.04 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence within the Property. Buildings and Lots, if occupied, must be Owner occupied, and no portion of a Building or a Lot thereof may be leased to an Occupant; however, if an Owner provides sufficient evidence to the Board of an undue hardship caused by the foregoing restriction on leasing, the Board may permit a lease in its discretion. However, no lease shall release an Owner from responsibility or liability for compliance with all terms of the Master Declaration. Further, by taking up residence under a lease, Owner shall provide the Association with written confirmation, independently of the lease, that the tenant agrees to be bound by the terms of this Master Declaration. No noxious or offensive nuisance shall be conducted on any Lot which may be or become an unreasonable annoyance or nuisance to the Occupants of the Lots within the Property (as determined by applicable law and/or the Board in its discretion) by reason of: (i) activities by any person; (ii) by reason of unsightliness; and/or (iii) the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

**FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ARBOR SUBDIVISION**

March 9, 2020

RECITALS

WHEREAS, Declarant is the developer of Arbor Subdivision in Canyon County, Idaho and recorded a **Master Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Subdivision** dated August 21, 2019, and recorded January 14, 2020, as Instrument No. 2020-02263, records of Canyon County, Idaho; which Master Declaration may be amended from time to time (collectively hereafter as amended "**Master Declaration**");

WHEREAS, pursuant to Section 6.03 of the Master Declaration, Declarant is the sole Class B Member;

WHEREAS, pursuant to Section 13.02 of the Master Declaration, until the Class B Termination Date, the Class B Member has the exclusive right to amend this Master Declaration by executing a written instrument and recording it with the Canyon County Recorder's Office; and

WHEREAS, the purpose of this First Amendment is to supplement and amend the Master Declaration to provide additional and clarifying information related to leasing and parking.

AMENDMENT

NOW, THEREFORE, the Grantor hereby declares it amends the Master Declaration as follows:

1. **Leasing.** Section 5.04, including subsection (a) of the Master Declaration shall be deleted in its entirety and replaced with the new Section 5.04, as follows:

SECTION 5.04 Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence within the Property. Buildings and Lots, if occupied, must be Owner occupied, and no portion of a Building or a Lot thereof may be leased to an Occupant; however, if an Owner provides sufficient evidence to the Board of an undue hardship caused by the foregoing restriction on leasing, the Board may permit a lease in its discretion. However, no lease shall release an Owner from responsibility or liability for compliance with all terms of the Master Declaration. Further, by taking up residence under a lease, Owner shall provide the Association with written confirmation, independently of the lease, that the tenant agrees to be bound by the terms of this Master Declaration. No noxious or offensive nuisance shall be conducted on any Lot which may be or become an unreasonable annoyance or nuisance to the Occupants of the Lots within the Property (as determined by applicable law and/or the Board in its discretion) by reason of: (i) activities by any person; (ii) by reason of unsightliness; and/or (iii) the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

2. **Screening of Automobiles.** Section 5.16(a) of the Master Declaration is deleted in its entirety and replaced with a new subsection, as follows:

SECTION 5.16 Screening of Automobiles and Vehicles and Equipment.

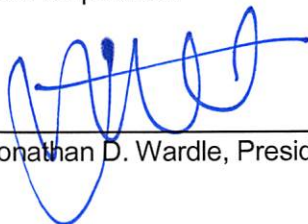
(a) The primary purpose of the garage on each Lot is for the parking and storage of Automobiles. Each Improvement constructed shall have a minimum of two (2) garage spaces for Automobiles. No other use of a garage which prohibits or limits the use of a garage for the parking or storage of the number of Automobiles for which is designed shall be permitted. As long as the garage for each Lot is being used to house the number of Automobiles for which it is designed, Owners may park additional Automobiles: (i) first, in their Driveway, subject to Section 5.17, until no additional Automobiles fit on the Driveway without obstructing the sidewalk; then (ii) second, on public right of way (obeying all parking signs) in a manner that does not interfere with any other Owner's right of ingress and egress, or obstructs the sidewalk. Notwithstanding the foregoing, all non-operative Automobiles shall be kept within the garage and no Automobile may be parked in the Driveway or public right-of-way longer than forty-eight (48) consecutive hours. Where there is a Lot that accesses the garage from an alley, there is absolutely no parking in an alley, even temporarily, except in the garage.

3. **Miscellaneous.** Unless otherwise defined herein, the words and phrases in the First Amendment shall have the same meaning as such words or phrases are defined in the Master Declaration. In the event of a conflict between this First Amendment and the Master Declaration, the terms and conditions of this First Amendment shall control. This First Amendment shall be effective from and after the date it is recorded in the official Records of Canyon County, Idaho.

IN WITNESS WHEREOF, the undersigned has hereunto executed this First Amendment as of the date and year first above written.

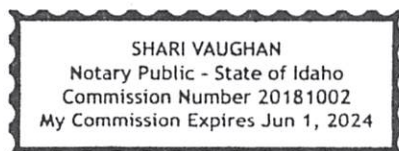
GRANTOR:


BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 16th day of March, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan D. Wardle, known or identified to me to be the President of **BRIGHTON DEVELOPMENT INC.**, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.




Notary Public for Idaho
My Commission Expires: 6-1-2024

Handwritten signature or mark.

SHAR VAGISHAN
Notary Public - State of Idaho
Commission Number 10317-013
My Commission Expires Jan 1, 2024