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**2022-026442**

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CHRIS YAMAMOTO  
CANYON COUNTY RECORDER

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TYPE: MISC

TITLEONE BOISE

ELECTRONICALLY RECORDED

**THIRD AMENDMENT TO MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
ARBOR SUBDIVISION  
(Annexation – Arbor Subdivision No. 3)**

**May 19, 2022**

**RECITALS**

WHEREAS, Brighton Development Inc., an Idaho corporation, as Declarant, recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Subdivision dated August 21, 2019, recorded as Instrument No. 2020-002263, on January 14, 2020, in the records of Canyon County, Idaho, as may be amended from time to time (collectively "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 Third Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration. This amendment shall be effective as to all current and future phases.

**ARTICLE I.  
PROPERTY COVERED**

The property which shall be annexed under the Master Declaration by this Third Amendment is the real property owned by Brighton Development Inc., an Idaho corporation, the Declarant, and is described as follows (hereafter "Annexed Property"):

**Lots 26 through and including 53, Block 11; Lots 12 through and including 31, Block 14; Lots 2 through and including 6, Block 16, Lots 1 through and including 13, Block 17; Lots 1 through and including 29, Block 18 of ARBOR SUBDIVISION NO. 3, according to the official plat thereof filed in Book 54 of Plats at Page 19, inclusive, as Instrument No. 2022-026290 on May 18, 2022, records of Canyon County, Idaho.**

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Please  
Record  
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**ARTICLE II.**  
**DEFINED TERMS**

Unless the context otherwise specifies or requires, the words and phrases in this Third Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

**ARTICLE III.**  
**ANNEXATION**

Pursuant to Section 12.01 of the Master Declaration, the Declarant hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made part of the "Subdivision" and "Property", subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

**ARTICLE IV.**  
**COMMON AREA LOTS**

The following provisions shall be applicable to and govern the Common Area Lots within the Annexed Property, and also shall also be applicable to and govern all existing and future Common Area Lots owned by the Association, as may be annexed into the Property from time to time:

- (a) **Ownership/Control of Common Area Lots.** At a date not later than the date that a majority of the Lots within the Annexed Property are improved with dwelling units and occupied, the Declarant shall convey fee title to Lots 39, 40 and 48, Block 11; Lots 12, 23 and 31, Block 14; Lot 2, Block 16; Lots 1 and 13, Block 17; and Lots 1, 17 and 24, Block 18 and all right, title and interest of the Declarant in and to such Lots ("Common Area Lots"), to Arbor Owners Association Inc. ("Association"). In addition, unless otherwise provided in the Master Declaration or by separate agreement with an applicable governmental or quasi-governmental agency, the Declarant shall transfer title to any Improvement, equipment, property or system on the Common Area Lots to the Association.
- (b) **Duty to Maintain Common Area Lots.** After the conveyance by the Declarant to the Association of fee title and/or control of the Common Area Lots, except as otherwise provided in the Master Declaration or by separate agreement with an applicable governmental or quasi-governmental agency, the Association shall be responsible for maintaining the Common Area Lots and all improvements, including landscaping, thereon. Notwithstanding the foregoing, Lot 40, Block 11 is a Common Driveway for the for the benefit of Lots 41 and 42, Block 11 and Lot 24, Block 18 is a Common Driveway for the benefit of Lots 25, 26 and 27, Block 18. Such Common Driveways shall be maintained as provided in Section 5.07(f) and Section 5.17 in the Master Declaration.
- (c) **Liability for Damage.** In the event that any maintenance, repair or replacement of all or any portion of the improvements, including landscaping, located on a Common Area Lot is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess

the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.

- (d) **Cost of Maintenance, Repairs and Replacement.** The cost of the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots, and the continuing operational expenses, if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within all Lots within Arbor Subdivision which are subject to the Master Declaration. Such costs and expenses (hereafter "costs and expenses") shall be apportioned on an equal basis among the Lots within Arbor Subdivision which are subject to the Master Declaration. In the event the Association does not have adequate funds to pay the costs and expenses deemed by the Association to be required with respect to the Common Area Lots, the deficiency shall be assessed to each Lot within Arbor Subdivision which is subject to the Master Declaration, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots shall rest solely with the Board of the Association.

- (e) **Easement for Maintenance.** There is hereby reserved to the Declarant and the Association, and their contractors and agents, an easement to enter upon the Lots within the Annexed Property for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.
- (f) **Reserve for Maintenance, Repair and Replacement.** The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Common Area Lots and for the purpose of funding the same, the Board of the Association shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board of the Association. The Board of the Association shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an insured interest-bearing account in an approved financial institution.

#### **ARTICLE IV. OWNERS ASSOCIATION**

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of the Association with all rights, privileges and obligations as all other members.

#### **ARTICLE V. CONFLICTS**

Any conflict between the terms of the Master Declaration and the provisions of this Third Amendment shall be controlled by this Third Amendment.



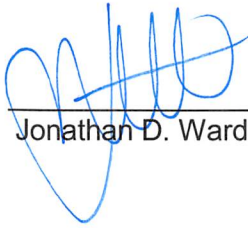
**ARTICLE VII.**  
**EFFECTIVE DATE**

This Third 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, being the Declarant under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Third Amendment as of the date and year first above written.

**DECLARANT:**

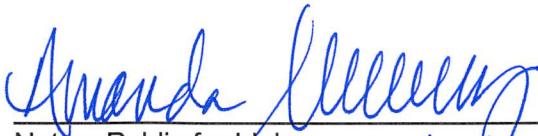
BRIGHTON DEVELOPMENT INC.  
an Idaho corporation

By:   
Jonathan D. Wardle, President

STATE OF IDAHO     )  
                                  ) ss:  
County of Ada        )

On this 19<sup>th</sup> day of May, 2022, 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, and the person who subscribed said Corporation's name to the foregoing instrument as the President of said Corporation, and acknowledged to me that he executed the same in said Corporation's name.

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 Idaho  
My Commission Expires: 4/15/2023

(SEAL)

