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RICK HOGABOAM
CANYON COUNTY RECORDER
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BRIGHTON CORPORTATION
ELECTRONICALLY RECORDED

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

September 13, 2024

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 Sixth Amendment is to supplement and amend the Master Declaration to provide additional and clarifying information related to leasing and to annex additional property to the terms, covenants, conditions, restrictions and easements of the Master Declaration. This amendment shall be effective as to all current and future phases.

AMENDMENT

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

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

> **Lots 18 through and including 37, Block 7; Lots 49 through and including 67, Block 18; Lots 1 through and including 23, Block 19; Lots 1 through and including 23, Block 20; Lot 1, Block 21, of ARBOR SUBDIVISION NO. 6, according to the official plat thereof filed in Book 57 of Plats at Page 46, inclusive, as Instrument No. 2024-028053 on September 4, 2024, records of Canyon County, Idaho.**

2. **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.

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3. **Common Area Lots.** The following provisions shall be applicable to and govern the Common Area Lots within the Annexed Property, and 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 Lot 24, 25, Block 7; Lots 58 and 67, Block 18; Lots 1, 11,12,13 and 23, Block 19; Lots 1, 11, 12, 13 and 23, Block 20 and Lot 1, Block 21, 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 24, Block 7 is a Common Driveway for the benefit of Lots 26, 27 and 28, Block 7; Lot 58, Block 18 is a Common Driveway for the benefit of Lots 55, 56 and 57, Block 18 and are subject to a Blanket Easement for Common Drives (Alleys) to provide access for the residential lots adjacent to these lots. Such Common Drives (Alleys) 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.

4. **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.

(8) The Owner must give the tenant copies of the Governing Documents. In addition to this sub-section (c), the Association may adopt Use Restrictions, and the Board may adopt reasonable Rules and Regulations, governing leasing and subleasing, including limiting the number of Residences that may be leased within the Property."

5. **Miscellaneous.** Unless otherwise defined herein, the words and phrases in the Sixth 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 Sixth Amendment and the Master Declaration, the terms and conditions of this Sixth Amendment shall control. This Sixth 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 Sixth 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 12th day of September, 2024, 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.

Shari Vaughan
Notary Public for Idaho
My Commission Expires: 6-1-2030

SHARI VAUGHAN
COMMISSION #20181002
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/01/2030

SHARI VAUGHAN
COMMISSION #20181002
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/07/2030