



**SEVENTH AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ASHBURY SUBDIVISION
(De-Annexation)**

December 31, 2017

RECITALS

WHEREAS, Smith Brighton Inc., an Idaho corporation, as Declarant, recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision dated December 17, 2013, recorded as Instrument No. 113134367 on December 17, 2013, in the records of Ada County, Idaho; as amended from time to time (collectively "Master Declaration");

WHEREAS, the Fifth Amendment to the Master Declaration, dated September 12, 2016 and recorded on September 21, 2016, as Instrument No. 2016-089330, annexed the lots within Ashbury Subdivision No. 4 to the Subdivision and subjected those Lots to the terms, covenants, conditions, restrictions and easements contained in the Master Declaration; and

WHEREAS, the Fifth Amendment inadvertently included a lot that was intended for future re-subdivision into a commercial subdivision, which Declarant desires to remedy by de-annexing the lot from the Subdivision.

DECLARATION

1. De-Annexation – Property Covered. The property which is covered by this Amendment and which shall be de-annexed from the Master Declaration is the real property described as follows:

Lot 2, Block 13, ASHBURY SUBDIVISION NO. 4, according to the official plat thereof filed in Book 110 of Plats at Pages 15752 through 15756 records of Ada County, Idaho (hereafter "**De-Annexed Property**")

2. De-Annexation and Declaration. Pursuant to Section 11.02 of the Master Declaration, Declarant hereby declares that the De-Annexed Property is de-annexed from the Property, and is removed from the jurisdiction of the Association and is hereby released by all of the covenants, conditions, restrictions and easements of the Master Declaration.

3. Miscellaneous. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. This Amendment shall be recorded in the records of Ada County, Idaho, and shall run with the land. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect. In the event of a

conflict between this Amendment and the Master Declaration, the terms of this Amendment shall control.

4. **Effective Date.** This Seventh Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Master Declaration, and pursuant to Section 12.02(a) of the Master Declaration, has hereunto executed this Seventh Amendment as of the date and year first above written.

DECLARANT:

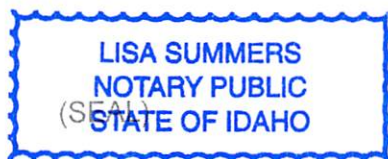
SMITH BRIGHTON INC.,
an Idaho corporation


By: 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 9th day of March, 2018, before me, the undersigned Notary Public, personally appeared David W. Turnbull, known to me to be the President of SMITH BRIGHTON 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: 4/4/2021