

**THIRD AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ASHBURY SUBDIVISION
(Full Maintenance - Ashbury Garden Villas)**

April 15, 2015

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; and that certain First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision dated April 11, 2014, recorded as Instrument No. 114028297 on April 15, 2014, in the records of Ada County, Idaho; and that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision dated September 8, 2014, recorded as Instrument No. 2014-072836, on September 8, 2014, in the records of Ada County, Idaho (collectively "Master Declaration");

WHEREAS, pursuant to Section 12.02(b) of the Master Declaration, the provisions of the Master Declaration may be amended by an instrument in writing signed by a majority of all Class B votes by the Class B Members of the Association; and

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

WHEREAS, the purpose of this Third Amendment is to provide landscaping and maintenance services to certain Lots within the Association for an annual maintenance fee hereinafter described, and to supplement the Master Declaration with additional or different covenants and restrictions expressly provided hereafter, if any, which covenants and restrictions shall apply to those certain Lots.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that the Lots within the Association, and each portion thereof, shall be conveyed subject to all of the covenants, conditions, easements and restrictions contained in this Third Amendment, (as well as those contained in the Master Declaration). These covenants, conditions, easements and restrictions shall run with and be appurtenant to the land, and with each estate therein, and shall be binding upon all parties having or acquiring any right, title or interest in any portion of the Lots, and successors and assigns of the same. In the event of a conflict between the Master Declaration and this Third Amendment, the terms of this Third Amendment shall control with respect to the Lots and the subject matter contained herein, notwithstanding anything to the contrary contained in the Master Declaration.

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This Supplement restricts, encumbers and benefits the Lots only and is not intended to restrict, encumber or benefit any other property which is subject to the Master Declaration.

1. **Property Covered.** The property which is covered by this Third Amendment is described as follows (hereafter "Ashbury Garden Villas"):

Lots 1 through and including 31, Block 1 and Lots 1 through and including 11, Block 3, ASHBURY SUBDIVISION NO. 1, according to the official plat thereof filed in Book 106 of Plats at Pages 14604 through and including 14608, inclusive, as Instrument No. 113134365 on December 17, 2013, records of Ada County, Idaho.

2. **Lot Maintenance.**

A. **Landscaping.** Each Owner grants the Association, including its contractors and agents, a non-exclusive easement across such Owner's Lot for the purpose of performing the following maintenance, repair and replacement within each Lot within Ashbury Garden Villas:

1. Mowing, edging, trimming and fertilization of all lawns (front, back, side);
2. Prune shrubs;
3. Weed and apply pre-emergent to any planter beds;
4. Start up and close out of irrigation system;
5. Check and adjust sprinklers;
6. Apply billbug application, as needed;
7. Apply dormant oil treatment and deep root feed to trees, as needed; and
8. Spring and fall clean up, including leaf mowing.

B. **Owner Responsibility.** Unless specifically identified above as an Association responsibility herein, the Owner shall be responsible for the maintenance of its Lot, including but not limited to:

1. The purchase or maintenance of any new landscaping, including annuals, perennials, flowers, pots, raised beds, gardens or other Owner-installed improvements.
2. Replacement of any dead landscaping, unless the maintenance company is at fault.
3. Any maintenance or repair that is caused through the willful or negligent act of an Owner, or such Owner's family, guests or invitees, and Owner shall be responsible for the payment of any additional costs for such maintenance or repair.

C. **Lot Maintenance Fee.** The Owner shall be obligated to pay a fee to the Association for the maintenance, repair and replacement included in this Section 2 ("Maintenance Fee"). As of the recording of this Declaration, the annual Maintenance Fee shall be \$325.00 per Lot per year, with such amount annual reviewed and reasonably determined by the Association based on actual expenses for the obligations contained in this Section 2. The Owner's obligation to pay the Maintenance Fee benefitting his or her Lot shall commence upon the purchase of the Lot from Declarant. The Maintenance Fee shall be considered an Assessment and subject to the enforcement provisions contained in Section 9 of the Master Declaration.

3. **Amendment.** This Declaration may be amended by Declarant (or its successors or assigns as described above) by an amendment recorded in the records of Ada County, Idaho, until the completion of construction of the last residence on all of the Lots within Ashbury Subdivision. Thereafter, this Declaration may be amended by approval of a majority of Lot Owners within Ashbury Subdivision and with written consent of the Association. All amendments shall be recorded in the records of Ada County, Idaho.

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


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

[END OF TEXT]

IN WITNESS WHEREOF, the undersigned, being the Declarant under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this Third Amendment as of the date and year first above written.

DECLARANT:

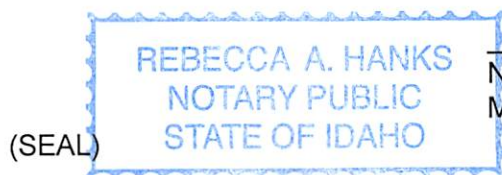
SMITH BRIGHTON INC.,
an Idaho corporation

By: 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 15th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared David W. Turnbull, known or identified 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: 10.6.2017