

WHEN RECORDED RETURN TO

Collins Law PLLC
6126 W. State Street
Boise, ID 83703

**EIGHTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ASHBURY SUBDIVISION**

This Amendment to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision (the "Declaration") is made effective as of the date recorded, by the Ashbury Owners Association, Inc. and its Members.

ARTICLE I - RECITALS

1.1 Supplement and Amendment to Declaration. This Amendment is a supplement and amendment to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision, recorded as Instrument No. 113134367 in the records of Ada County, Idaho on December 17, 2013. Specifically, this Amendment relates to and amends the provisions of the Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision (Full Maintenance – Ashbury Garden Villas) (the "Third Amendment"), recorded as Instrument No. 2015-032808 in the records of Ada County, Idaho on April 21, 2015 and the Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashbury Subdivision (Ashbury Garden Villas Annexation) (the "Sixth Amendment"), recorded as Instrument No. 2016-120519 in the records of Ada County, Idaho on December 13, 2016.

The Third and Sixth Amendments require the Association to provide maintenance on the individual Lots located within the Ashbury Garden Villas Lots, or Lots 1 through 31, Block 1, and Lots 1 through 11, Block 3 of Ashbury Subdivision No. 1 and Lots 2 through 24, Block 2 and Lots 13 through 24, Block 3 of Ashbury Subdivision No. 3 (collectively, the "Villas Lots" or the "Ashbury Garden Villas Lots"). The Association and its Members now wish to terminate the Association's obligation to provide landscaping maintenance on these Lots and for the Owners of the Lots to have the full obligation and right to maintain their Lots and the landscaping thereon in accordance with the remaining provisions of the Declaration.

1.2 Authority. Article XII, Section 12.02 of the Declaration, entitled "Amendment," permits the amendment of the Declaration, by an instrument in writing, approved by at least fifty percent (50%) of the total Class A Members of the Association cast in person or by proxy at a meeting of the Class A Members duly held for such purpose, as certified by the President and Secretary of the Association. Section 3 of the Third and Sixth Amendments require the approval of a majority of Lot Owners within the Subdivision and the consent of the Association. In order to meet both requirements, this Amendment has been approved by a majority of the Lot Owners

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within the entire Ashbury Subdivision, as the Class A Members of the Association, via written ballot, in lieu of a meeting of the Association.

1.3 Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE II - AMENDMENTS

The Third and Sixth Amendment to the Declaration are hereby amended as follows. All references are to the Third and Sixth Amendment to the Declaration, which shall be identically amended:

2.1 Paragraph 2 of the Third and Sixth Amendment, entitled "Lot Maintenance," is hereby deleted in its entirety and replaced with the following language, in each:

- 2. Lot Maintenance:** The Owner(s) of the Lots governed by the terms of this Third and Sixth Amendments to the Declaration, otherwise known as the "Villas Lots," shall be solely responsible for the upkeep and maintenance of the Lots and all Improvements thereon. The Lots and all Improvements shall be kept in good condition and repair in accordance with the requirements of the Declaration, specifically Section 5.13. The Association shall have no responsibility for the maintenance, care, or upkeep of the Villas Lots, but shall retain the right to incur necessary costs to bring a Lot into compliance in the event it falls into disrepair, in accordance with Section 5.13(g-h) and Section 8.04(a-b) of the Declaration. The Association shall no longer collect a separate Lot Maintenance Fee from the Owners of the Villas Lots.

No other amendments are intended or implied by this Amendment. The original MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ASHBURY SUBDIVISION, and all terms of the Third and Sixth Amendments not specifically amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment and attests that they are the President and Secretary of the Ashbury Owners Association, Inc., and that this Amendment was duly approved and authorized by a majority of the Lot Owners in the Ashbury Subdivision, via written ballot in lieu of a meeting of the Association.

[Remainder of Page Intentionally Left Blank – Signatures to Follow]

Ashbury Owners Association, Inc.
an Idaho Non-Profit Corporation

By: *Gary L. Steitz*
Name: GARY L. STEITZ
Its: President

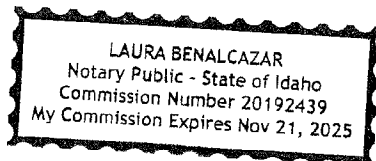
Ashbury Owners Association, Inc.
an Idaho Non-Profit Corporation

By: *Darlene J. Steitz*
Name: Darlene J. Steitz
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of October, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Steitz and Darlene J. Steitz, known or identified to me to be the persons who executed the instrument on behalf of said Association, and acknowledged to me that such Association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Laura Benalcazar
Notary Public for Idaho
Residing at: Eagle, ID