

ACCOMMODATION

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 CHE FOWLER
ALLIANCE TITLE - BOISE PRODUCTION CENTER

2015-015270
02/27/2015 09:02 AM
\$16.00

After Recording,
Return to:

T. Hethe Clark
Spink Butler, LLP
P.O. Box 639
Boise, ID 83701

For Recording Information Only

**SECOND AMENDMENT
TO
AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR DALLAS HARRIS ESTATES**

This Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (this "**Second Amendment**") is made this 26th day of February 2015, by Barber Valley Development, Inc., an Idaho corporation ("**BVD**" or "**Developer**").

RECITALS

A. BVD is the "Developer" identified in that certain Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded on October 8, 2010 as Instrument No. 110094904 in the records of Ada County, Idaho (the "**Master Declaration**"), as the same may be from time to time amended or supplemented.

B. Pursuant to the Master Declaration, Developer has the authority, prior to the Class B Member Termination Date, to amend the Master Declaration unilaterally by a recorded instrument executed only by Developer.

C. Developer now desires to amend the Master Declaration as set forth herein.

NOW THEREFORE, Grantor hereby declares that the Property, and each lot, parcel, or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property, or any lot, parcel, or portion thereof.

1. Section 14.2 of the Master Declaration is hereby amended in its entirety to state, as follows:

14.2 Right of Developer to Remove Properties. Developer may, in its

ACCOMMODATION

Recorded Electronically	
ID	2015-015270
County	Ada
Date	2/27/15
Time	9:02am
Simplifile.com 800.460.5637	

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Return to:

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Boise, ID 83701

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1. Section 14.2 of the Master Declaration is hereby amended in its entirety to state, as follows:

14.2 Right of Developer to Remove Properties. Developer may, in its

discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or the Master Association or any Local Association, elect to remove any portion of the Property from the jurisdiction of this Master Declaration (hereinafter "De-Annexed Property"); provided, however, that the removal of any De-Annexed Property must be consistent with the general purposes and intent of the Project Documents. Such Property shall be considered De-Annexed Property upon a notice duly recorded in the Ada County Recorder's Office, stating that such De-Annexed Property has been removed from the jurisdiction of this Master Declaration.

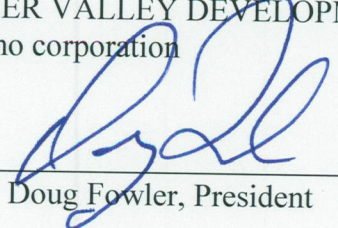
2. Capitalized terms used but not defined herein shall have the same meaning ascribed to them as in the Master Declaration. If there is any conflict between the terms of this Second Amendment and the Master Declaration, this Second Amendment shall control.

3. Upon the recording hereof, the terms and provisions set forth in the Master Declaration shall be amended by the terms hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates as of the day and year first above written.

DEVELOPER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Doug Fowler, President

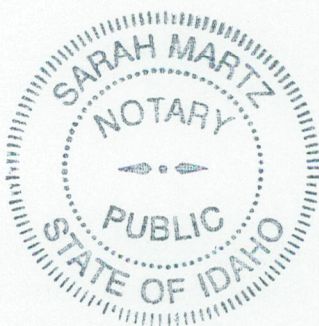
[notary acknowledgment on following page]

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of February 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Fowler, known or identified to me to be the President of Barber Valley Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such limited liability company 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.



Sarah Martz
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: November, 10th 2017