

ACCOMMODATION

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

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\$16.00

After Recording, Return to:

Barber Valley Development, Inc.
c/o Lenir, Ltd.
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

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

This Third Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (this "**Third Amendment**") is made this 8th day of March 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. 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. The Master Declaration is hereby amended to add a new Section 4.27, as follows:

4.27 Leasing. The Owner of a Unit within the Subject Phase shall have the right to lease such Unit and residential dwelling thereon for a lease period of no fewer than fourteen (14) days. The Owner may lease a Unit for no more than sixty (60) total months during such Owner's ownership of the Unit. Any lease of a Unit shall be subject to the following additional conditions: (i) all leases shall be in writing and a copy shall be provided to the Local Association; (ii) the lease shall be made specifically subject to the Project Documents, and any failure of a tenant to comply with the Project Documents shall be a default under the lease; and (iii) the Owner shall be liable for any violation of the Project Documents committed by any tenant of the Owner, without prejudice to the Owner's right to collect from the tenant any sums paid by the Owner on behalf of the tenant. In no event shall a tenant be considered a Member or otherwise eligible to vote in the Master Association or the Local Association.

The foregoing restriction controls in the event of any conflict with any restrictive covenant or encumbrance associated with the Property, including, but not limited to, Section 4.10 of the Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1) (Instrument No. 110094905).

