

FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
FAIRBOURNE SUBDIVISION

(To Annex Fairbourne Subdivision No. 3)

January 4, 2022

ARTICLE 1 RECITALS

WHEREAS, there has been recorded by Fairbourne Development LLC., an Idaho limited liability company (hereafter "**Grantor**"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Fairbourne Subdivision, dated September 1, 2020, recorded September 1, 2020, as Instrument No. 2020-113898, records of Ada County, Idaho (hereafter as amended the "Master Declaration"); and the Amended and Restated Master Declaration of Covenants, Conditions Restrictions and Easements for Fairbourne Subdivision, dated September 24, 2020, recorded September 24, 2020, as Instrument No. 2020-126064, records of Ada County, Idaho (hereafter as amended the "Master Declaration"); and

WHEREAS, the Master Declaration allows for the annexation of additional real property to Fairbourne Subdivision, which additional real property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property; and

WHEREAS, the purpose of this First Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, as amended.

ARTICLE 2 PROPERTY COVERED

The property which is covered by this First Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

FAIRBOURNE SUBDIVISION NO 3, according to the official plat thereof filed in Book 122 of Plats at Pages 19189 through and including 19193 as Instrument No. 2021-169329 records of Ada County, Idaho.

ARTICLE 3 DEFINITIONS

Unless the context otherwise specifies or requires, the words and phrases in this First Amendment

shall have the same meaning as such words and phrases as defined in the Master Declaration.

ARTICLE 4 ANNEXATION AND DECLARATION

Pursuant of Section 12.1 of the Master Declaration, Fairbourne Development LLC. hereby declares that the Annexed Property is annexed to the Subdivision, and brought with the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration. In addition to the covenants, conditions, restrictions and easements shown and designated on the recorded plat for the Annexed Property.

ARTICLE 5 OWNERS ASSOCIATION

As provided in Section 12.1 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots with the Annexed Property shall become members of the Fairbourne Owners Association, Inc. (as defined in the Master Declaration), with all rights privileges and obligations as all other members.

ARTICLE 6 COMMON AREA LOTS

Lot 4, 9, 16, 28, and 29 of Block 3; Lots 11, and 20 of Block 5; Lot 1 of Block 12 of Fairbourne Subdivision No 3 are Common Area Lots and as such is to be maintained by the Association.

ARTICLE 7 GRADING AND DRAINAGE

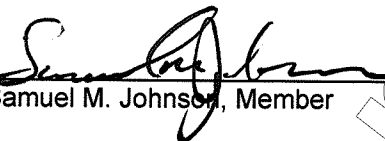
Pursuant to the easement granted in Note 16 of the Fairbourne Subdivision No. 3 and Section 5.12 of the Master Declaration, a shared yard drainage pipe has been installed in the rear of Lots 11, 12, 13, 14, and 15 of Block 3 (hereinafter the "Drainage Lots") for the purpose of diverting any excess irrigation water generated from said lots. This pipe must be utilized and maintained by the owners of these lots as to not adversely affect, over saturate and/or cause erosion issues to the slope/embankment of the Phyllis Canal. Unless repair or maintenance is necessary due to the negligence of a Drainage Lot owner or a Drainage Lot owner's agents, employees, contractors or assigns, all expenses related to the maintenance and repair of the drainage pipe shall be born equally by the owners of the Drainage Lots regardless of where maintenance which Drainage Lot repair or maintenance work is to be performed. Maintenance and repair of drainage pipe in Lot 16 ad 29 of Block 3 shall also be born equally by the Owners. The HOA shall reimburse Drainage Lot owners for any damage to the drainage pipe caused by the HOA, its contracts, agents, employees, or assigns. The drainage pipe drains to the east and is allowed to drain or flow under and through Lot 16 and 29 of Block 3 (common lots) to discharge into the Harrel lateral drain.

ARTICLE 8 EFFECTIVE DATE

This First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the Grantor, pursuant to Section 12.01 of the Master Declaration, has hereunto executed this First Amendment as of the date and year first above written.

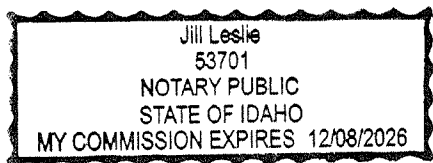
FAIRBOURNE DEVELOPMENT, LLC.

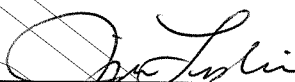
By: 
Samuel M. Johnson, Member

State of Idaho)
) ss.
County of Ada)

On this 4 day of January, 2022, before me, a Notary Public in and for the State of Idaho, personally appeared SAMUEL M. JOHNSON, known or identified to me to be a Member of FAIRBOURNE DEVELOPMENT LLC, an Idaho limited liability company, the company that executed this instrument or the persons who executed this instrument on behalf of said company, and acknowledged to me that such 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.




Notary Public for the State of Idaho
Residing at Mendon, ID Idaho
My commission expires 12/8/2026