

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=6 CHE FOWLER
GARDNER MACE RANCH LC

2019-063725
07/18/2019 09:32 AM
AMOUNT:\$25.00

**Recording Requested By and
When Recorded Return to:**

GARDNER MACE RANCH, L.C.
101 S. Capitol Boulevard, Suite 301
Boise, ID 83702



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SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

**FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MACE RIVER RANCH SUBDIVISION**

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MACE RIVER RANCH SUBDIVISION ("Fourth
Amendment") is made and entered into this 16 day of July, 2019, by
Gardner Mace Ranch, L.C., a Utah limited liability company ("Declarant").

RECITALS

A. Declarant recorded the Master Declaration of Covenants, Conditions, and
Restrictions for Mace River Ranch Subdivision dated November 20, 2013 ("Declaration"), and
recorded November 22, 2013 as Instrument No. 113127412 in the official records of Ada
County, Idaho.

B. Declarant recorded a First Amendment to Master Declaration of Covenants,
Conditions and Restrictions for Mace River Ranch Subdivision dated August 12, 2014 ("First
Amended Declaration"), and recorded August 14, 2014 as Instrument No. 2014-065972 in the
official records of Ada County, Idaho.

C. Declarant recorded a Second Amendment to Master Declaration of
Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated October 13,
2015 ("Second Amended Declaration"), and recorded on October 14, 2015, as Instrument No.
2015-095063 in the official records of Ada County, Idaho.

D. Declarant recorded a Third Amendment to Master Declaration of Covenants,
Conditions and Restrictions for Mace River Ranch Subdivision dated August 23, 2016 ("Third
Amended Declaration"), and recorded on August 23, 2016, as Instrument No. 2016-078263 in
the official records of Ada County, Idaho.

E. Declarant has previously annexed additional real property making such
property subject to the Declaration as set forth in the following instruments: (i) Supplemental
Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River
Ranch Subdivision No. 2, dated October 28, 2014, and recorded on October 30, 2014 as
Instrument No. 2014-088473 in the official records of Ada County, Idaho; (ii) Supplemental

FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MACE RIVER RANCH SUBDIVISION

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Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 3, dated March 26, 2015 and recorded on April 24, 2015 as Instrument No. 2015-034046 in the official records of Ada County, Idaho; (iii) Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 4 dated November 5, 2015, and recorded November 9, 2015 as Instrument No. 2015-103137; (iv) Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 5 having been recorded in the Official Records of Ada County, Idaho as Instrument No. 2016-081382 on August 31, 2016; and (v) Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 6, dated December 6, 2018 and recorded on December 7, 2018 as Instrument No. 2018-115835 in the official records of Ada County, Idaho;

F. Pursuant to Section 20.5 of the Declaration, Declarant possesses the unilateral right to amend the Declaration without the consent of any other Owner because the Change of Control Date has not yet occurred.

G. Declarant desires to amend certain provisions of the Declaration, as amended, to clarify certain additional provisions as set forth herein.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. **Amendment to Section 13.3.** Declarant does hereby delete Section 13.3 of the Master Declaration and replaces it in its entirety, as if originally included in the Master Declaration:

13.3 Animals and Insects.

13.3.1 No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Property, except that two dogs and one cat, or two cats and one dog, or other household pets may be kept within a Dwelling or within a fenced area as may be approved by the Architectural Control Committee. Any animals outside a Dwelling or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee. The Association shall have the right to remove pets from a Lot in the event of uncontrolled barking, repeated violations of fencing requirements, leash or clean up rules.

13.3.2 No cultivation of insects of any kind shall be undertaken or kept on any part of said Property. This prohibition shall constitute a prohibition on beekeeping on any Property, which includes the maintenance of hives or boxes on any Property and the personal or commercial production of honey.

3. **Amendment to Section 15.7.7.** Declarant does hereby delete Section 15.7.7 of the Master Declaration and replaces it in its entirety, as if originally included in the Master Declaration:

15.7.7 Exterior Recreational Facilities, Structures, and Outbuildings. From and after the date of the recording of the Fourth Amendment to this Declaration, all basketball standards that can be viewed from the street must be permanent hoops. Portable basketball standards may be used on court located within the backyard of any Lot. Permanent basketball standards are permitted on the driveway so long as the basketball standard does not cross the front elevation of the house. All basketball standards installed prior to the date of the recording of the Fourth Amendment to this Declaration shall continue to be permitted as originally constructed. No portable basketball or other recreational standard shall be placed upon the sidewalk or street. Any permitted sport/recreational use shall be during normal hours and shall conform to community standards. No pool, hot tub, deck, awning, gazebo, pergola, trellis, retaining wall, privacy screen, outbuilding, treehouse, play house, play ground structure or equipment, storage shed, arbor or any other structure shall be constructed without first having been approved by the Architectural Control Committee and without conforming with this provision of this Master Declaration. All such structures shall be of a harmonious design as the Dwelling and are treated as an architectural extension of the Dwelling, both in its design and in its materials. Decks may be constructed of natural wood or engineered wood products, provided that the color is approved and is harmonious with the Dwelling and that the material can and is maintained to ensure that its color and condition remain so.

4. **Amendment to Section 20.3.** Declarant does hereby delete Section 20.3 of the Master Declaration and replaces it in its entirety, as if originally included in the Master Declaration:

20.3 Default and Enforcement Requirements.

20.3.1 A person shall be deemed to be in default of this Master Declaration only upon the expiration of fifteen (15) days (five [5] days in the event of failure to pay money) from receipt of written notice from the Declarant or Association specifying the particulars in which such person has failed to perform the obligations of this Master Declaration unless such person, prior to the expiration of said fifteen (15) days (five [5] days in the event of failure to pay money), has rectified the particulars specified in said notice of default ("**Notice of Violation**"). The requirement for written notice shall be satisfied upon the mailing of a Notice of Violation to the address evidenced on the records of the Ada County Assessor as being the address to which tax notices are to be mailed.

20.3.2 In furtherance of the powers granted to the Association and the Board in Sections 3.3.8 regarding fines and fees and 4.5 regarding Limited Assessments of this Master Declaration Notwithstanding anything to the contrary contained in the Declaration, no fine or Limited Assessment may be imposed upon

an Owner for a violation of the terms of the Declaration by an Owner unless the following requirements are complied with by the Board: (i) A majority vote by the Board shall be required prior to imposing any fine or Limited Assessment on an Owner for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association; (ii) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (iii) In the event the Owner begins resolving the violation prior to the meeting, no Limited Assessment shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (iv) No portion of any Limited Assessment may be used to increase the remuneration of any member of the Board or an agent of the Board.

20.3.3 The Board shall comply with the requirements of the Idaho Code relating to fines, fees, and assessments, and shall enforce fines, fees, and assessments in accordance therewith.

5. Survival of Remaining Terms of Declaration. Except as amended herein, the Declaration and all of its terms and provisions remains in full force and effect.

6. Effective Date. This Fourth Amendment shall be effective as of the date of recording in Ada County, Idaho, of an original of this Fourth Amendment properly executed and acknowledged hereto.

IN WITNESS WHEREOF, the Declarant has executed this Fourth Amendment as of this 16 day of July, 2019.

GARDNER MACE RANCH, L.C.
a Utah limited liability company,
by its Manager

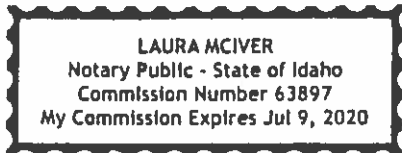
KC Gardner Company, L.C.,
a Utah limited liability company,
by its Manager

By: 
Name: Christian Gardner
Its: Manager

STATE OF Idaho)
) ss.
County of Ada)

On this 16th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Christian K. Gardner, known or identified to me to be the Manager of KC Gardner Company, L.C., the Manager of GARDNER MACE RANCH LC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of such corporation on behalf of said limited liability company, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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



Laura McIver
Notary Public for Idaho
Residing at Meridian, ID
My commission expires: 7/9/2020