

After recording, please return to:

Pinnacle Land Development, LLC  
Attn: Randy Clarno  
1861 S. Wells Ave., Ste. 200  
Meridian, Idaho 83642

# ACCOMMODATION

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR THE  
BRODY SQUARE COMMUNITY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE BRODY SQUARE COMMUNITY (this “**First Amendment**”) is made effective November 29, 2022 (the “**First Amendment Date**”), by Pinnacle Land Development, LLC, an Arizona limited liability company (the “**Grantor**”).

## RECITALS

A. Reference is made to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for the Brody Square Community, recorded in the real property records of Ada County, Idaho on May 3, 2022, as Instrument No. 2022-043232 (the “**Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Section 13.1 of the Declaration provides that the Grantor has the exclusive right to amend the Declaration during the Initial Development Period.

C. As of the First Amendment Date, the Community is still in the Initial Development Period.

## AGREEMENT

NOW, THEREFORE, Grantor hereby declares as follows:

1. **Incorporation by Reference.** All recitals to this First Amendment are true, correct, and are hereby incorporated by reference as if set forth in this Section 1.

2. **Amendment – Section 5.5.** The Declaration is hereby amended by deleting Section 5.5 thereof in its entirety and replacing it with the following:

**5.5 Transfer Assessments.** Upon Grantor’s transfer of fee simple title to a Lot to a third party Owner, and upon each subsequent transfer of such Lot thereafter, the transferee will pay a transfer assessment to the Association in an amount determined by the Board from time to time (the “**Transfer Assessment**”). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not be used for any purpose prohibited by law. Transfer Assessments are not be considered prepayment of any other type of Assessments, are in addition to the Owner’s continuing obligation to pay all other types of Assessments, and are not refundable. The amount of the Transfer Assessment may, in the discretion of the Board,

vary depending on whether the transferee is the builder of the initial Improvements on a Lot or an owner-occupier.

**3. Amendment – Section 5.6.** The Declaration is hereby amended by deleting Section 5.6 thereof in its entirety and replacing it with the following:

**5.6 Transfer Assessments. Assessment Procedures.** Unless otherwise determined by the Board, the Association will compute and forecast the total amount of Expenses on an annual basis (the “**Budget**”). The computation of the Budget will take place not less than thirty (30) nor more than ninety (90) days before the beginning of each fiscal year of the Association, unless a change in Owners or other circumstance makes it impracticable to compute the Budget in that time frame, in which event the Budget will be computed as soon as reasonably practicable. In all events, the computation of the Budget will be completed in good faith and is valid upon completion. Each Owner’s Regular Assessment will be computed by multiplying the Budget by the fraction produced by dividing the number of Lots owned by such Owner by the total number of Lots not then exempt from Assessment. The Association may, in its discretion or as provided in the Community Documents, require payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Association will provide Owners with not less than fifteen (15) days and no more than thirty (30) days of prior notice before any Board meeting for the purpose of levying a Special Assessment. Assessments are due and payable within thirty (30) days after the Association provides an invoice therefor to each Owner. If all or any part of an Assessment is not paid when due, then: (a) the delinquent Owner will pay to the Association a late payment charge equal to five percent (5%) of the delinquent amount; and (b) interest accrues on the delinquent amount at the rate of twelve percent (12%) per annum until paid in full. In the event an Owner’s payment is returned for any reason, such Owner will pay to the Association an administrative fee in an amount set by the Board and thereafter the Association has the right to require future Assessments due from such Owner to be paid in the form of a cashier’s check, certified check, or other form of immediately collectible funds acceptable to the Association in the Board’s discretion. Each Owner acknowledges and agrees that the late payment charge and administrative fee are reasonable compensation to the Association for additional administrative costs and expenses caused by any late payment or returned check.

**4. Effect of First Amendment.** Upon the recordation hereof, this First Amendment will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Community; (c) inure to the benefit of every Lot, parcel, and portion of the Community; and (d) inure to the benefit of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment will control.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Grantor has executed this First Amendment effective as of the First Amendment Date.

**GRANTOR:**

Pinnacle Land Development, LLC,  
an Arizona limited liability company

By: *Randal S. Clarno*  
Name: Randal S. Clarno  
Its: Authorized Signatory

STATE OF IDAHO     )  
                                  ) ss.  
County of Ada        )

This record was acknowledged before me on November 29, 2022, by Randal S. Clarno, as authorized signatory of Pinnacle Land Development, LLC.

*Leslie C. Riley*  
My Commission Expires *6/21/2027*

