

ACCOMMODATION

**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF PINE 43 SUBDIVISION**

THIS AMENDMENT to Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision is made on the date hereinafter set forth by C&O Development, Inc., an Idaho corporation ("Declarant").

WHEREAS, Declarant has heretofore filed of record the Master Declaration of Covenants, Conditions and Restrictions of Pine 43 Subdivision (hereinafter the "Master Declaration"), which Master Declaration was recorded on September 25, 2019 as Instrument No. 2019-091660, records of Ada County, Idaho; and

WHEREAS, pursuant to the Article XV, Section 3 of the Master Declaration, Declarant may amend the Master Declaration at any time Declarant owns any real property subject thereto; and

WHEREAS, Declarant currently owns real property subject to the Master Declaration;

NOW, THEREFORE, Declarant hereby declares that the Master Declaration is hereby amended as follows:

1. Article III, Section 3 is hereby amended in its entirety to read as follows:

Section 3. Voting Rights: The Master Association shall have two classes of voting membership:

"A. CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).

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WHEREAS, pursuant to the Article XV, Section 3 of the Master Declaration, Declarant may amend the Master Declaration at any time Declarant owns any real property subject thereto; and

WHEREAS, Declarant currently owns real property subject to the Master Declaration;

NOW, THEREFORE, Declarant hereby declares that the Master Declaration is hereby amended as follows:

1. Article III, Section 3 is hereby amended in its entirety to read as follows:

Section 3. Voting Rights: The Master Association shall have two classes of voting membership:

“A. CLASS A: Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Member(s) expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Lot owned and when more than one (1) person holds an interest in a Lot, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member(s).

B. CLASS B: Class B Members shall be the Declarant, and its successor(s) in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Lot owned. The Class B Members shall be entitled to ten (10) votes for each Lot or parcel of the Properties subject to this Declaration owned by them. The Class B membership and the Class B voting rights shall be converted to Class A membership on the happening of the earlier of the following events: (i) six months after the Declarant (or its successors in title to whom the Declarant has granted the Class B voting rights, as above provided) no longer owns any real property subject to this Declaration; or (ii) when the Declarant (or its successors in title to whom the Declarant has granted the Class B voting rights, as above provided) voluntarily relinquishes its voting rights.

The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XV, below, the Class B membership shall not be deemed to have expired pursuant to subparagraph A, above, and the Class B membership shall remain in existence (or be deemed reinstated if previously expired) as respects all Lots owned by Declarant.”

2. Article XVI, Section 3 is hereby amended in its entirety to read as follows:

“Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended at any time by an instrument signed by members of the Master Association entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership; provided, however, that for so long as Declarant shall hold title to any real property which is subject to this Declaration, neither this Declaration nor any part or provision hereof may be amended, modified or deleted, the effect of which in any manner modifies, reduces or eliminates any benefit, right or privilege of the Declarant, without the prior written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.”

