

**August 2015 Amendment of  
Banbury Meadows Subdivision Restated Master Declaration  
Of Covenants, Conditions and Restrictions**

Pursuant to Article XV, Section 15.3.2, the Owners hereby amend the Banbury Meadows Subdivision Restated Master Declaration Of Covenants, Conditions and Restrictions, dated April 16, 1999 and recorded as Instrument 108009071 in the Records of Ada county ("the Declaration").

This Amendment appends a new ending to Section 4.14; appends a new ending to Section 4.24; replaces the first sentences of Section 5.71 and 5.72; replaces the first sentence of Section 5.8; and adds a new Section 11.11 that affects Article XI and Section 4.1.2.

**Amendments**

**I. Article IV, Section 4.14. No Unscreened Boats, Campers and Other Vehicles.** An amendment to include in the Declaration the current practice of permitting owners to park boats and recreational vehicles for a short period (currently up to 72 hours) for the purpose of loading and unloading them. Section 4.14 is amended by appending the following:

Notwithstanding the foregoing, the Board may permit, in published rules and regulations, Owners to place boats, campers and other vehicles covered by this Section 4.1.4 upon any portion of the Property for short periods of time for the purpose of loading and unloading them for use, which shall not waive the Association's restriction on long-term or regular parking.

**II. Article IV, Section 4.24. Commencement of Construction.** An amendment to update the construction requirement in light of the fact that Grantor is no longer involved in our Association. Section 4.24 is amended by appending the following:

Failure to commence construction in a timely manner shall be enforced by the Board in the same manner as any other violation of a covenant, condition or restriction. Following adoption of this amendment, nothing in this Section 4.24 shall prevent the Board from penalizing an Owner of a Building Lot for failure to commence the construction of a dwelling structure, using fines, limited assessments, or any other enforcement procedures, including by going to court, that the Board finds necessary to enforce compliance.

**III. Article V, Section 5.7. Budgets and Financial Statements.** An amendment to two subsections to permit the Association to save money and combine the mailing of financial statements to members. Sections 5.7.1 and 5.7.2 are amended as follows.

A. Replace the first sentence of §5.7.1 with the following (changes in bold):

A pro forma operating statement or budget, for each fiscal year shall be distributed **with the first regular assessment notice for that year.**

B. Replace the first sentence of §5.7.2 with the following (changes in bold):

**At the annual meeting, or first regular meeting of the Master Association of the year, whichever is first,** the Master Association shall cause to be prepared and deliver to Owner, a balance sheet as of the last day of the Master Association's fiscal year and operating statements reflecting the income and expenditures of the Master Association for its last fiscal year.

IV. **Article V, Section 5.8. Meetings of Master Association.** An amendment to permit more flexibility in the scheduling of each year's annual meeting of the Master Association. Section 5.8 is amended by replacing the first sentence with the following (changes in bold):

Each year the Master Association shall hold at least one meeting of the Members, according to the schedule for such meeting established by the Bylaws **and the Board**; provided, that such meeting shall occur no **more than 14 months following the annual meeting of the preceding calendar year.**

V. **Article XI: ARCHITECTURAL COMMITTEE and Article IV, Section 4.1.2. Architectural Committee Review.** An amendment to bring the Declaration into harmony with the existing published Guidelines and practices of the Association, and to facilitate the easy cooperation of the ARC and Board. A new section 11.11 is adopted as follows:

11.11 Coordination With Board. Notwithstanding anything else contained in this Declaration, the Architectural Committee shall be structured as follows. No recommendation, approval, or decision by the Architectural Committee is final unless or until it is approved by a vote of the full Board. The Architectural Committee is an agent of the Board and its power is a delegation of the Board's overarching power. The Architectural Committee shall work in coordination with the Board pursuant to published guidelines that may be adopted and amended by the Board to best protect the values of the Association and the proper functioning of the Architectural Committee.

**Certification**

We hereby certify and attest that the foregoing amendments have been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Master Association.

Frank A J Allen  
Name: Frank A J Allen  
President



SUBSCRIBED AND SWORN to before me this 14th day of September, 2015, by Frank A J Allen (name), who has proven, or is known to me, to be the President of Banbury Meadows Homeowners Association, Inc.

Jeanne G Caraga  
Name: Jeanne G Caraga  
Notary Public for Idaho  
My Commission Expires: 9/1/21

John W Boyd  
Name: JOHN W. BOYD  
Secretary

SUBSCRIBED AND SWORN to before me this 14th day of September, 2015, by John W. Boyd (name), who has proven, or is known to me, to be the Secretary of Banbury Meadows Homeowners Association, Inc.

Jeanne G Caraga  
Name: Jeanne G. Caraga  
Notary Public for Idaho  
My Commission Expires: 9/1/21

