



**September 2016 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, as previously amended by Instrument 2015-086068 (“the Declaration”).

This Amendment adds new section 5.5.2.2.1 and 5.5.2.2.2 requiring a reserve study and limiting use of the Reserve Account, respectively. It then amends section 8.3 to allow for transfer fee charges. Finally it also amends section 13.3.1 to reallocate the cost of damage created in drainage and utility easement areas.

**Amendments**

**I. Adopting:**

5.5.2.2.1 Reserve Study. The Board shall prepare or have prepared a written reserve study. The reserve study shall describe the life expectancy and estimated cost to replace Association assets with life spans of less than thirty years. The reserve study shall include a list of all such assets and a plan to fund all expected replacement costs. The reserve study is to be updated from time to time based on life span experience and cost analysis. Updates that include a new asset not previously specified in the reserve study must be approved by a majority of homeowners present in person or by proxy at a meeting duly called for such purpose. A “Dedicated” reserve account is to be established and funded from the annual budget as required by the reserve study.

5.5.2.2.2 Reserve Account Limits. Once money has been deposited into the “Dedicated” reserve account created pursuant to Section 5.5.2.2.1 the Board is not authorized to spend it on any item not included in the Reserve Study described in 5.5.2.2.1 unless the majority of homeowners present in person or by proxy at a meeting duly called for such purpose vote to authorize the expenditure.

**II. Adopting:**

5.7.3 Surplus Monies. Surplus money, positive net income (at the end of every budget year after total expenses have been paid for that year) is to remain in the operating expenses checking account and be classified as “general reserves”. General Reserves may accumulate over time and are to be used with discretion for capital improvements or unexpected expenses not forecast in the operating budget or the dedicated reserve study that would otherwise require a special assessment.

**III. Delete the current Section 8.3 and replace it in its entirety with:**

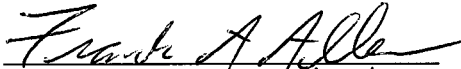
8.3 Set Up Fee. The Association shall collect from each new purchaser of a Property a fee in the amount set from time to time by the vote of the Board to cover any costs incurred for processing and entering new member information. The fee shall be a limited assessment and a lien upon the Property.

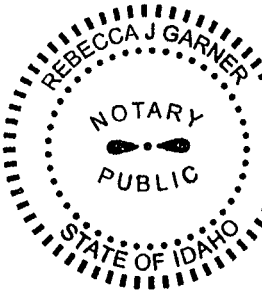
**IV. Delete the current Section 13.3.1 and replace it in its entirety with:**

13.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Site Improvements (i.e. walkways, patios, fire pits, ponds, decorative walls, etc.) upon any drainage/utility easement areas as shown on the Plat of Banbury Meadows Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lot and the Grantor or Master Association shall be entitled to build and maintain landscaping on such easement areas subject to approval by the Master Association Architectural Committee. In addition, the Owner of such Building Lot may build and maintain Site Improvements on easement areas subject to approval of the Master Association Architectural Committee. Landscaping and Site Improvements may not be permitted to obstruct access to the easement area by the Association. If access to the easement area required for regular repair or maintenance and performance of the Association duties results in damage or destruction of landscaping, the Association shall substantially restore the landscaping and fencing to its original conditions, at the Association's expense. However, costs to restore Site Improvements damaged due to the Association's need for access, shall be the sole and exclusive obligation of the Owner of the Building Lot. If the access is required by, or caused by, any conditions or act or circumstance whose fault is attributable to an Owner, or an Owner's predecessor in title, their agents, guests or invitees, the Association may assess all of its costs, including costs of repair, against the Owner and the Owner's property.


**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.

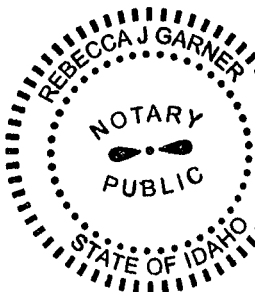
  
Name: FRANK A. ALLEN  
President



SUBSCRIBED AND SWORN to before me this 31 day of OCTOBER, 2016 by FRANK ALLEN (name), who has proven, or is known to me, to be the President of Banbury Meadows Homeowners Association, Inc.

  
Name: REBECCA J. GARNER  
Notary Public for Idaho  
My Commission Expires: 8-1-2021

  
Name: JOHN W. BOYD  
Secretary



SUBSCRIBED AND SWORN to before me this 31 day of OCTOBER, 2016, by JOHN BOYD (name), who has proven, or is known to me, to be the Secretary of Banbury Meadows Homeowners Association, Inc.

  
Name: REBECCA J. GARNER  
Notary Public for Idaho  
My Commission Expires: 8-1-2021