

**When Recorded Return To:**

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

Ada County, Idaho

This Sixth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision (hereinafter “Sixth Amendment”) hereby amends that certain Master Declaration of Covenants, Conditions, and Restrictions for Mace River Ranch Subdivision, recorded in the Ada County Recorder’s Office on November 22, 2013, as Instrument No. 113127412 (“Enabling Declaration”) and all subsequent amendments and supplements thereto, and is hereby adopted by the Mace River Ranch Owners Association, Inc. (“Association” or “Master Association”) and the Mace River Ranch Phase 4 Homeowners’ Sub-Association, Inc. (“Phase 4 Sub-Association”) and made effective as of the date recorded in the Ada County Recorder’s Office. This Sixth Amendment affects certain real property identified as all Lots and Blocks on the Plats of Mace River Ranch Subdivision Nos. 1 – 6, as described in Exhibit “A” attached hereto, and as such Plats are shown in part on Exhibit “B” attached hereto (“Subdivision” or “Property”).

**RECITALS:**

- A. The Master Declaration of Covenants, Conditions, and Restrictions for Mace River Ranch Subdivision dated November 20, 2013 (“Enabling Declaration”), was recorded November 22, 2013 as Instrument No. 113127412 in the official records of Ada County, Idaho. The First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated August 12, 2014 (“First Amended Declaration”), was recorded August 14, 2014 as Instrument No. 2014-065972 in the official records of Ada County, Idaho; The Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated October 13, 2015 (“Second Amended Declaration”), was recorded on October 14, 2015, as Instrument No. 2015-095063 in the official records of Ada County, Idaho; The Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated August 23, 2016 (“Third Amended Declaration”), was recorded on August 23, 2016, as Instrument No. 2016-078263 in the official records of Ada County, Idaho; The Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated July 16, 2019 (“Fourth Amended Declaration”), was recorded on July 18, 2019, as Instrument No. 2019-063725 in the official records of Ada County, Idaho. and The Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Mace River Ranch Subdivision dated January 14, 2021 (“Fifth Amendment”), was

recorded on January 19, 2021, as Instrument No. 2021-009044 in the official records of Ada County, Idaho.

- B. Declarant previously annexed real property making such property subject to the Enabling Declaration as set forth in the following instruments: Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 2, dated October 28, 2014, recorded on October 30, 2014 as Instrument No. 2014-088473 in the official records of Ada County, Idaho; Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 3, dated March 26, 2015 recorded on April 24, 2015 as Instrument No. 2015-034046 in the official records of Ada County, Idaho; 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, recorded November 9, 2015 as Instrument No. 2015-103137 (“Phase 4 Amendment”); Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 5 recorded in the Official Records of Ada County, Idaho as Instrument No. 2016-081382 on August 31, 2016; and Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation for Mace River Ranch Subdivision No. 6, dated December 6, 2018 recorded on December 7, 2018 as Instrument No. 2018-115835 in the official records of Ada County, Idaho.
- C. Pursuant to Enabling Declaration Section 20.5 it may be amended by an instrument signed by members entitled to cast nots less than sixty percent (60%) of the votes of the votes of the membership.
- D. Pursuant to Idaho Code 30-30-802, this Sixth Amendment is being implemented in conjunction with a “Plan of Merger” of even date approved by a majority of the voting power of the membership, and by the respective Boards of Directors, of both the Master Association and Phase 4 Sub-Association. This Sixth Amendment is also being implemented in conjunction with amended and restated “Bylaws” of even date. The Master Association Articles of Incorporation shall remain in place and be altered only to the extent any provision of the Plan of Merger supersedes said Articles.
- E. This Sixth Amendment follows much discussion in the community and work between the Master Board and Phase 4 Sub-Association Board on a proposed merger and to agree upon a unifying approach to allocation of expenses, maintenance of Common Area and facilities, and fulfillment of Association responsibilities, and to that end this Sixth Amendment replaces and supersedes the Fifth Amendment.

## CERTIFICATION

**As evidenced by this instrument, the President and Secretary certify that the Association obtained the approval of members representing sixty percent (60%) of the voting power of the Association. The written consents, ballots, or proxies of the members are attached hereto as Exhibit "C".**

NOW, THEREFORE, pursuant to the foregoing, the Board of Directors of the Association hereby makes and executes this Sixth Amendment, which shall be effective as of its recording date.

## COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.

2. No Other Changes. Except as otherwise expressly provided in this Sixth Amendment, the Enabling Declaration, and subsequent supplements and amendments, remain in full force and effect without modification.

3. Authorization. The individual signing for the respective entity makes the following representations: (i) he/she has read the Sixth Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Sixth Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this Sixth Amendment and the provisions of the Enabling Declaration or any amendments and supplements, the provisions of this Sixth Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Sixth Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Sixth Amendment.

## AMENDMENTS

5. **The Fifth Amendment is hereby replaced, revoked, and superseded by this Sixth Amendment.**

6. **Enabling Declaration Article I Section 1.10 is hereby amended in its entirety as follows:**

1.10 **"Common Area"** shall mean all real property and Improvements thereon (including drives, parking areas, recreational facilities, private streets, and waterways) owned by an Association for the common use, access, and enjoyment of all the Owners.

**7. Phase 4 Amendment Article XXI Section 21.1, including Subsections 21.1.1 through 21.1.5, is hereby amended in its entirety as follows:**

21.1 Phase 4 Amenities, Additional Assessment, and Governance. The Plat showing Mace River Ranch Subdivision No 4. was recorded October 7, 2015 in the Ada County Recorder's Office as Instrument No. 2015-092951 ("Phase 4"). In addition to the Regular Assessment assessed to all Lots, Lots in Phase 4 shall be subject to the "Phase 4 Annual Assessment". The purpose of the Phase 4 Annual Assessment is to pay for unique Phase 4 amenities identified in Section 21.2 below ("Phase 4 Amenities"). The Phase 4 Annual Assessment shall be classified as a Regular Assessment applicable only to the Lots in Phase 4. The Phase 4 Annual Assessment and the Regular Assessment assessed to all Lots are the only Regular Assessments that may be assessed to the Lots in Phase 4, unless this provision is amended in accordance with Section 21.3.

21.1.1 Calculation of the Phase 4 Annual Assessment. The Phase 4 Annual Assessment shall be calculated based on a budget that addresses: (1) the costs and expenses associated with maintaining the Phase 4 Amenities; (2) additional costs and expenses for services within Phase 4 that are not considered Phase 4 Amenities but that are unique or desirable to Members residing in Phase 4; and (3) the funding of a reserve fund for the performance of maintenance, repairs, and replacement of Phase 4 Amenities. This budget, the "Phase 4 Budget," shall not address services outside of Phase 4.

21.1.2 Creation of the Phase 4 Budget. The Phase 4 Budget shall be created by the Directors who reside in Phase 4 ("Phase 4 Directors"). The Phase 4 Directors shall meet with owners within Phase 4 as they deem necessary to discuss the budget, and the inclusion or exclusion of any services related to the Phase 4 Amenities. After creating the Phase 4 Budget, the Phase 4 Directors shall present the Phase 4 Budget to the Board of Directors for approval, which approval shall not be unreasonably withheld.

21.1.3 Limitation on Phase 4 Annual Assessment. The Phase 4 Annual Assessment may not be increased by more than ten percent (10%) from the previous year's Phase 4 Annual Assessment unless the increase is approved by a vote of two-thirds (2/3) of the vote of Members residing in Phase 4 who are voting in person or by proxy at a meeting duly called for this purpose by the Association.

21.1.4 Limitation on Phase 4 Reserve Expenditures. The Board of Directors shall not approve or authorize any expenditure from the Phase 4 reserve fund that is not for an element specifically identified in the reserve study in excess of \$15,000.00 unless the expenditure is approved by the written consent or vote of two-thirds (2/3) of the voting power of the Phase 4 Membership voting in person or by proxy at a meeting duly called for this purpose by the Association.

21.1.5 Phase 4 Annual Assessment. Phase 4 Annual Assessments shall be payable at such times as determined by the Board of Directors and shall be subject to enforcement and collection consistent with the terms of the Enabling Declaration, including, but not limited to Article IV.

21.2 Phase 4 Amenities. The following items shall be maintained and paid for from Phase 4 Annual Assessment funds:

- i) Private Streets, Common Lot 85, including mow strips and all other Improvements located within the areas between the Private Streets and the sidewalks;
- ii) Waterfall features and associated equipment; and
- iii) The Phase 4 gated entryway, including gates and equipment.

21.3 Additional Provisions. Ponds and all other Common Area within Phase 4 not expressly identified as “Phase 4 Amenities” shall be maintained and paid for out of Regular Assessment funds, or applicable Special Assessment funds, and shall be cared for in a manner that results in Common Areas throughout the Subdivision that are uniform in appearance and quality, provided that the Board of Directors shall have discretion in implementing a long-term maintenance plan that allows for replacement and repair of Common Area facilities on a reasonable schedule. Any amendment to this Article XXI shall require sixty percent (60%) approval of the voting power of all Association Members within Phase 4, as well as sixty percent (60%) approval of the voting power of the entire Membership. The Association shall have the power to levy a Special Assessment for Phase 4 Amenities that shall be assessed against only those Lots within Phase 4, provided that any such Special Assessment applicable only within Phase 4 shall require approval by two-thirds (2/3) of the voting power of the Association Members within Phase 4. All Association Members not residing in Phase 4 shall have a perpetual nonexclusive easement for pedestrian access to Phase 4 and use and enjoyment of Common Area within Phase 4, but shall not have vehicle access to the Private Streets or vehicle entry gate. Private Street vehicle access is limited to the Association, Members residing in Phase 4, and guests. Any change in the operational use of the vehicle gates such as altering operational hours or removal of the gates shall require sixty percent (60%) approval of the voting power of the Association Members within Phase 4. Operational changes for periods of 48 hours or less may be approved by the Board of Directors as need to accommodate maintenance or special events.

**8. Phase 4 Amendment Article XXI Section 21.2 is hereby deleted in its entirety.**

**9. Enabling Declaration Article XV Section 15.3.1 is hereby amended in its entirety as follows:**

15.3.1 Setbacks. No Improvement may be constructed or placed on a lot within the minimum building set back lines set forth in the Development Agreement. The Architectural Control Committee, pursuant to Section 14.11, may grant variances for Improvements that would otherwise be allowed within setbacks pursuant to Eagle City Code.



