

## AMENDMENT NO. 1

### TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SADDLE CROSSING SUBDIVISION

THIS AMENDMENT is made as of the 26th day of December 2024 by Brandon M. Roberts, Laura A.N. Roberts, and Tricon Properties, LLC, an Idaho limited liability company, herein jointly referred to as “Declarant” to those certain Covenants, Conditions, and Restrictions of Saddle Crossing Subdivision (the “Declaration”), recorded as Instrument No. 298406, records Franklin County, Idaho. This First Amendment is made pursuant to the authority granted to the Declarant under Sections 12.04 and 6.04 of the Declaration.

#### AMENDMENT

ARTICLE 9.05 shall be amended to read in its entirety as follows:

Assessment Due Date. The due date for Regular Assessments shall be January 1, unless some other due date(s) is established by the board. Each Assessment shall be delinquent if not paid within thirty (30) days after the due date set forth in any notice of Assessment.

ARTICLE 9.01(a) shall be amended to read in its entirety as follows:

- (a) Regular Assessments. An annual Regular Assessment shall be made by the Association in such amounts deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area, Common Facilities and all easement areas, if any, owned or controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, including the Irrigation District, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s). The initial annual Regular Assessment shall be the amount of One Hundred Twenty Dollars (\$120.00) per Lot, until changed by the Association.

ARTICLE 9.04 shall be amended to read in its entirety as follows:

Set Up, Transfer Fee and Initial Regular Assessment. Assessments shall commence as to each Lot upon the closing of the first sale of such Lot from the Declarant. At each such closing, the Owner thereof shall pay the sum of One Hundred Twenty Dollars (\$120.00) and also such portion of the existing Regular Assessment pro rated for the remainder of the calendar year. These initial Assessments shall be paid to the Declarant to reimburse the Declarant the setup cost and the maintenance of the Common Area and Common Facilities and other Association costs incurred or to be incurred by the Declarant prior to the Transition Date. The pro rata portion of the Regular Assessment will be paid to the Declarant for each closing that occurs prior to the Transition Date and only paid to the

Association if the Association has conducted its first annual meeting, elected a Board of Directors and assumed the obligations and expenses of the Association. Until the Association has conducted its first meeting, the Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Association. The Declarant shall have the exclusive use of Assessments for the purpose of discharging the duties and obligations of the Association in accordance with this Declaration. For each Lot that has been sold to a builder who subsequently conveys the Lot to a homeowner; or for each Lot that is purchased from the Declarant by a homeowner, there shall be assessed against such Lot a transfer fee in the sum of \$120.00, which fee shall be utilized by the Declarant to cover any management fees incurred in connection with the management of the affairs of the Association. The Association shall, upon its first meeting, initiate Assessments in accordance with this Article 9, without regard to or an accounting of the initial deposits or other Assessments previously paid to the Declarant.

ARTICLE 4.21 shall be amended to read in its entirety as follows:

Multi-Unit Dwellings. All Lots, unless otherwise defined herein or through an addendum to this Declaration, shall only contain one single-family Dwelling Unit per Lot. The following Lots are hereby approved, and shall allow if desired by the Owner, for multiple dwelling units, up to what is allowed by Preston City zoning.

Approved Multi-Unit Dwelling Lots:

- Lot 1, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 4, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 5, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 8, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 9, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 12, Block 1, Saddle Crossing Subdivision Phase 1
- Lot 1, Block 2, Saddle Crossing Subdivision Phase 1
- Lot 8, Block 2, Saddle Crossing Subdivision Phase 1
- Lot 1, Block 3, Saddle Crossing Subdivision Phase 1
- Lot 2, Block 3, Saddle Crossing Subdivision Phase 1
- Lot 1, Block 1, Saddle Crossing Subdivision Phase 2
- Lot 10, Block 1, Saddle Crossing Subdivision Phase 2
- Lot 1, Block 2, Saddle Crossing Subdivision Phase 2

IN WITNESS WHEREOF, the Declarant has set their hands and seals as of the date and year first above written.

Declarant:

\_\_\_\_\_  
Brandon M. Roberts

\_\_\_\_\_  
Laura A.N. Roberts

\_\_\_\_\_  
Tricon Properties, LLC  
an Idaho limited liability company  
By: Brandon Roberts  
Its: President

State of Idaho  
County of Franklin

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Brandon M. Roberts and Laura A.N. Roberts, as well as Brandon M. Roberts identified as the President of Tricon Properties, LLC, an Idaho limited liability company, personally known to me to be the persons and agent named in the foregoing, and acknowledged to me that they executed the same.

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Notary Signature