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After recording, please return to:

C13 LLC  
Attn: Dianne Jossis  
4824 W. Fairview Ave.  
Boise, Idaho 83706

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**SECOND SUPPLEMENT AND THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR THE EAST VALLEY COMMUNITY**

THIS SECOND SUPPLEMENT AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE EAST VALLEY COMMUNITY (this “**Supplement and Amendment**”) is made effective as of the date this Supplement and Amendment is recorded in the real property records of Ada County, Idaho by C13 LLC, an Idaho limited liability company (“**Grantor**”), and C15 LLC, an Idaho limited liability company (“**Landowner**”).

**RECITALS**

A. Reference is made to that certain Declaration of Covenants, Conditions, Restrictions and Easements for the East Valley Community dated effective September 19, 2014, was recorded by Grantor in the real property records of Ada County, Idaho as Instrument No. 2014-078204 on September 25, 2014, as amended by that certain First Amendment thereto dated effective January 21, 2015 and recorded in the real property records of Ada County, Idaho as Instrument No. 2015-004910 on the same date, and as supplemented and amended by that certain First Supplement and Second Amendment thereto dated effective January 14, 2016 and recorded in the real property records of Ada County, Idaho as Instrument No. 2016-003442 on the same date (collectively, the “**Declaration**”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

B. Although Grantor has conveyed one or more Lots in the Community, Grantor still owns one or more Lots therein, and Grantor has not terminated its rights under the Declaration. The Community is therefore still in the Initial Development Period.

C. Section 9.2 of the Declaration provides that during the Initial Development Period, each Owner appoints Grantor as its proxy with respect to its membership interest in the Association (including voting rights).

D. Landowner owns the real property legally described as follows (collectively, the “**Phase III Lots**”):

Lots 20 through 26 in Block 4, and Lots 21 through 28 in Block 6,  
and Lots 3 through 40 in Block 7 of East Valley Subdivision No. 3,  
according to the official plat thereof recorded in the real property

records of Ada County, Idaho in Book 110 of Plats at Pages 15804  
– 15808, Instrument No. 2016-100501 (the “Phase III Plat”).

E. Pursuant to Article 11 and Article 12 of the Declaration, Grantor desires to annex the Phase III Lots into the Community and to otherwise supplement and amend the Declaration as hereinafter set forth, and Landowner desires to consent to such annexation as hereinafter set forth.

## AGREEMENT

1. **Incorporation by Reference.** All recitals to this Supplement and Amendment are hereby incorporated by reference as if set forth in this Section 1.

2. **Annexation.** Grantor hereby annexes the Phase III Lots into the Community.

3. **Consent.** Landowner hereby consents to the annexation of the Phase III Lots into the Community, and further consents to subjecting the Phase III Lots to the Declaration, including this Supplement and Amendment.

4. **Effect of Annexation.** Owners of the Phase III Lots are now Owners in the Community on equal footing with the current Owners in the Community, and now have the same rights, privileges and obligations as the current Owners in the Community.

5. **Amendment to Article 1.** Article 1 of the Declaration is hereby amended by deleting the definition of “Common Area” and replacing it with the following “**Common Area**” means (a) Lot 1 in Block 1, Lots 1 and 16 in Block 4 and Lots 1 and 9 in Block 6 of East Valley Subdivision No. 1, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book 107 of Plats at Pages 14832 – 14836, Instrument No. 2014-062780; (b) Lots 6 and 15 in Block 5, and Lots 11 and 19 in block 6, and Lot 1 in Block 7 of East Valley Subdivision No. 2, according to the official plat thereof recorded in the real property records of Ada County, Idaho in Book 109 of Plats at Pages 15475 – 15478, Instrument No. 2016-000372; (c) Lots 17 and 28 in Block 7 of the Phase III Plat; (d) any real or personal property held by or for the benefit of the Association, including storage facilities, recreational facilities and open spaces (including paths, greenbelts and other areas that may also be open to the public); and (e) any lease, license, use rights or agreement rights for amenities or facilities held by the Association from time-to-time.”

6. **Community Park.** The Common Area located at Lot 28 in Block 7 of the Phase III Plat is hereby designated as a park (the “**Community Park**”), available for the use and enjoyment of Owners, Occupants, and their guests. The Association shall adopt, amend, and repeal such rules and regulations as the Association deems reasonable and necessary for the use and operation of the Community Park, which rules and regulations shall include the Association’s obligation to maintain the Community Park in first class condition.

7. **Public Pathway.** Pursuant to Sections 2.6.16 and 2.6.17 of the Declaration, the Association shall own and maintain the public pathway located within the pedestrian access easements described and depicted on the Phase III Plat (including the description in Note 13

thereof), including without limitation maintenance of those portions thereof that are not within the Community but are instead adjacent to the Community to the east.

## 8. Private Storm Drainage System.

8.1 Portions of the Common Area located on Lots 17 and 28 in Block 7 of the Phase III Plat contain the Community's private storm drainage system (the "**Private Storm Drainage System**"), inclusive of the four private ponds ("**Private Ponds**") located thereon.

8.2 The Private Storm Drainage System is owned by the Association, and shall be maintained, inspected, repaired, and replaced by the Association in accordance with the Operation and Maintenance Manual for Storm Drainage Systems prepared by Rock Solid Civil and dated April 2016, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A (the "**O&MM**"). The O&MM may only be amended upon the written approval of the Board.

8.3 As more fully set forth in Sections 3.11 and 3.12 of the Declaration, each Owner's drainage and grading activities shall not interfere with the Private Storm Drainage System.

8.4 Owners, Occupants, and their guests and invitees shall not enter the Private Ponds or otherwise use the Private Ponds for swimming or other types of recreation.

9. **Common Driveways.** As more fully described and depicted on the Phase III Plat, portions of Lots 13-14, 32-33, and 37-38 in Block 7 of the Phase III Plat are subject to a cross access easement (the "**Common Driveways**"). The Association shall maintain, repair, and replace the Common Driveways (including the surface paving thereon) as required by the Boise City Code.

10. **Retaining Walls.** Grantor shall construct retaining walls (each a "**Retaining Wall**") and collectively, the "**Retaining Walls**") located on portions of Lots 12, 18-23, 26-28 in Block 7 of the Phase III Plat (each a "**Retaining Wall Lot**"). The Retaining Walls are appurtenant to and a part of the Retaining Wall Lots on which they are located, and the Owner of each Retaining Wall Lot (including the Association as to the Retaining Wall located on Lot 28 in Block 7 of the Phase III Plat) shall maintain in good working order, repair, and replace that portion of the Retaining Wall located on such Owner's Lot.

11. **Domestic Water Booster Pumps.** The Owners of Lots 3, 6, 9, 11, and 12 in Block 7 of the Phase III Plat shall install, periodically inspect, maintain in good working order, repair, and replace booster pumps for the domestic water serving such Lots ("**Booster Pumps**"). The Booster Pumps may be turned off or otherwise removed upon the approval of the applicable municipal water provider (currently Suez Water) and the Association.

12. **Association Set Up Fees and Transfer Fees.** Upon the initial transfer of fee simple title to a Lot in the Community from the Grantor or Landowner, as applicable, to that Lot's initial Owner, such initial Owner shall pay the sum of \$300.00 to the Association (the "**Set Up Fee**"). Upon each subsequent transfer of fee simple title to such Lot from one Owner to another Owner, the transferee shall pay the sum of \$250.00 to the Association (the "**Transfer**

Fee"). Each Set Up Fee and Transfer Fee shall be paid at the escrow closing of such Lot, or if no such escrow closing, directly to the Association. The Set Up Fees and Transfer Fees shall be used exclusively by the Association for any cost or expense incurred by the Association in accordance with the Community Documents, and shall not otherwise be passed through to a third party.

**13. Effect of Supplement and Amendment.** Except as expressly provided in this Supplement and Amendment, all of the terms and conditions of the Declaration remain in full force and effect. Upon recordation, this Supplement and Amendment shall become a part of the Declaration. To the extent there is a conflict between the terms of the Declaration and the terms of this Supplement and Amendment, the terms of this Supplement and Amendment shall control.

*[Remainder of page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, this Supplement and Amendment is executed effective by Grantor and Landowner as of the date this Supplement and Amendment is recorded in the real property records of Ada County, Idaho.

**GRANTOR:**

**C13 LLC,**  
an Idaho limited liability company

By: [Signature]  
Name: James D. Conger  
Its: Member

**LANDOWNER:**

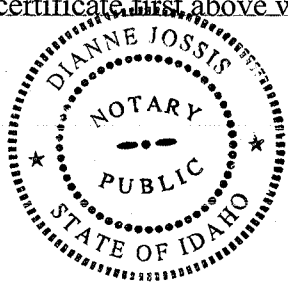
**C15 LLC,**  
an Idaho limited liability company

By: [Signature]  
Name: James D. Conger  
Its: Member

STATE OF IDAHO )  
                          )ss.  
County of Ada    )

On this 23 day of January, <sup>2017</sup>~~2016~~, before me, a Notary Public in and for said State, personally appeared **James D. Conger**, known or identified to me to be a **Member** of **C13 LLC**, an Idaho limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

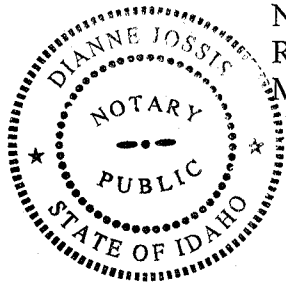


Dianne Jossis  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise  
My Commission Expires 8/1/2019

STATE OF IDAHO )  
 )ss.  
County of Ada )

On this 23 day of January, ~~2016~~<sup>2017</sup>, before me, a Notary Public in and for said State, personally appeared **James D. Conger**, known or identified to me to be a **Member of C15 LLC**, an Idaho limited liability company, the person who subscribed said limited liability company's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Dianne Jossis  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise  
My Commission Expires 8/1/2019