ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=11 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

**2021-151373 10/19/2021 11:11 AM** \$40.00

**ACCOMMODATION** 

### SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HENSLEY STATION SUBDIVISION

(TOWNHOME RESIDENCES)

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### SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HENSLEY STATION SUBDIVISION

### (Townhome Residences)

### ARTICLE I: SUPPLEMENT/PURPOSES

Section 1. Supplement to Declaration. This Second Supplement is a supplement to: 1) that certain Declaration of Covenants, Conditions and Restrictions for Hensley Station Subdivision (Townhome Residences), recorded on May 26, 2021, as Ada County, Idaho Instrument Number 2021-082446 ("Master Declaration"), and 2) that certain First Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for Hensley Station Subdivision (Townhome Residences), recorded on September 30, 2021, as Ada County, Idaho Instrument Number 2021-142895 ("First Supplement"). This Second Supplement supplements the Master Declaration and First Supplement with respect to that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Second Supplement Property"). The Second Supplement Property is shown on the Hensley Station Subdivision No. 2 final plat, a copy of which is attached hereto as Exhibit B, which is made a part hereof ("Second Supplement Plat"). The covenants, conditions and restrictions contained in this Second Supplement are in addition to those covenants, conditions and restrictions contained in the Master Declaration and First Supplement, except insofar as the covenants, conditions and restrictions of the Master Declaration and First Supplement are hereinafter expressly modified hereby.

Section 2. Purposes. The purposes of this Second Supplement are to subject the Second Supplement Property to all the terms and Restrictions contained in the Master Declaration, First Supplement and this Second Supplement, to designate the Second Supplement Property, to designate additional Common Lots and to set forth other terms and Restrictions, if any, which are unique to the Second Supplement Property.

### ARTICLE II: DECLARATION

Pursuant to Article I, Section I and Article XI, Section 4 of the Master Declaration, Declarant hereby declares that the Second Supplement Property, including any parcel or portion thereof, is hereby annexed into, and made a part of, the Property, as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all the terms and Restrictions of the Master Declaration, First Supplement and this Second Supplement. In addition, each Owner of any Lot within the Second Supplement Property shall be a Member in the Association, and shall pay all Assessments levied thereby.

### ARTICLE III: DEFINITIONS

Section 1. "Common Lots" shall mean all real property within the Second Supplement Property (including the Improvements thereto) owned by the Association for the common benefit and enjoyment of the Owners. The Common Lots are legally described on the attached Exhibit C, which is made a part hereof.

### SECOND SUPPLEMENT TO THE MASTER DECLARATION - 1

Section 2. "Private Lanes" shall collectively mean W. Topeka Lane and N. Tessa Lane as shown on the Second Supplement Plat. The Private Lanes are also identified and cross-hatched on the Second Supplement Plat as a "Perpetual Cross Access and Public Utility Easement".

Section 3. All Other Definitions. Except as otherwise defined or modified herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

### ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1 Common Lots. The Common Lots shall be owned and maintained by the Association and all terms and Restrictions contained in the Master Declaration shall be applicable to the Common Lots.

Section 2. Private Lanes. The Association shall be responsible for the maintenance, repair and replacement of the Private Lanes including any and all roadway and other Improvements located thereon. The Association shall maintain the Private Lanes in a competent and attractive manner, including snow removal. Nothing shall be altered or constructed in or removed from the Private Lanes except upon written consent of the Board and in accordance with procedures required herein and by law.

There is hereby reserved for the use and benefit of Declarant and the Association, and granted for the use and benefit of each Lot and Common Lot, and for the use and benefit of each Lot Owner and such Owner's Occupant(s), and their respective successors and assigns, incidental to the use and enjoyment of the Lots and Common Lots, a perpetual, non-exclusive easement to enter on, over, across and through the Private Lanes, the scope and purposes of which are for 1) ingress to, and egress from, the Lots and Common Lots, 2) parking in designated parking spaces only, and 3) the construction, operation, maintenance, repair and/or replacement of public utilities and drainage systems. This easement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive subject to the Restrictions contained in this Second Supplement and the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, safety, security and well-being of each Lot and the Lot Owners and Occupants within the Property, provided, however, that such shall not deprive or unreasonably restrict any of such Owner's or Occupant's right to have access to and from the Private Lanes and/or his/her/its Lot.

Section 3. Watering Schedules. By accepting a deed to any portion of the Second Supplement Property, each Owner and the Association agree to abide by any irrigation watering schedule enacted by the District or Association.

### ARTICLE V: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, any terms or Restrictions now or hereafter imposed by the provisions of this Second Supplement. Failure by the Association, Declarant or any Owner to immediately enforce any such term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### SECOND SUPPLEMENT TO THE MASTER DECLARATION - 2

- Severability. Invalidation of any one of these terms or Restrictions by judgment or Section 2. court order shall in no way affect any other term or Restrictions which shall remain in full force and effect.
- Section 3. Term and Amendment. The terms and Restrictions of this Second Supplement shall run with and bind the land concurrently with the term of the Master Declaration. This Second Supplement may be amended pursuant to the amendment process(es) contained in the Master Declaration.
- <u>Duration and Applicability to Successors</u>. The terms and Restrictions contained within this Second Supplement shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, as well as all their successors in interest.
- Attorneys Fees. In the event it shall become necessary for the Association, Declarant Section 5. or any Owner to retain legal counsel to enforce any term or Restriction contained within this Second Supplement, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.
- Section 6. Governing Law. This Second Supplement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the undersigned has duly executed this Second Supplement as of the date first above written.

Declarant:

Hensley Properties, LLC, an Idaho limited liability company

STATE OF IDAHO County of Ada

This record was acknowledged before me on Octo Ber. 18, 2021, by Mitchell S. Armuth as an

Authorized Agent of Hensley Properties, LLC.

Signature of otary Public

My commission expires: 2-16-202

PENNY SMITH COMMISSION #23655 **NOTARY PUBLIC** STATE OF IDAHO MY COMMISSION EXPIRES 02/16/2025

### **EXHIBIT A**LEGAL DESCRIPTION OF THE SECOND SUPPLEMENT PROPERTY

Lots 42 through 69, Block 1, Hensley Station Subdivision No. 2, according to the official plat thereof, filed in Book 121 of Plats at Pages 19058 through 19060, Records of Ada County, Idaho.

### **EXHIBIT B**HENSLEY STATION SUBDIVISION NO. 2 FINAL PLAT

See attached.

### CERTIFICATE OF OWNERS

NICHWILL MEN BYT PRESE PRESENTS. THAT WE THE UNDERSKRUED, ARE THE COMBESS OF THE REAL PROVENTY LESSHBED BELLOWIN HALD COMPIT, DAME, ON THAT WE WITHOUT DIMEN OF DESCRIBED PROPERTY IN THAT ALL IN PRESENTS TAILORS WHEN ALL SALES AND THAT WE WAS THE THE POLITOWING

COMMENCATOR AN ALLEMENT COP INDIVIDUAL THE EXUTINAMENT CORNERS OF SAID SECTION 10, FROM WHICH A BRASS DOLF MONIMENT INDIVIDED THE KARTHMEST CORNER OF SAID SWY M. OF SECTION 10 SECTION 10

THENCE NO SOST E ALONG THE WESTERLY BOUNDARY OF SAID SWIX A DISTANCE OF 1007 AS PEET TO A POINT.

THENEX EARWING SAID, MESTERLY BOUNDARY IS BUTTEN. E.A. DISTANCE, OF 466.55 FEET TO THE BOUNTEACTER'S CONSURE OF HERBER FRANCH SHEMMEN NO. 7, AS SHOWN IN BOOK 122. OF PACES OF PACES OF PACES OF PACES OF PACES OF THE STATE, INTERCOMENT OF THE STATE, INTERCOMENT OF THE STATE, INTERCOMENT OF THE STATE OF TH

D'ENCE ALONG THE EASTERLY BOXADARY OF SAID HENSLEY STATION SUBGINSKON NO. 1 N 0'28'41' E A DISTANCE OF BOJO? FEET TO AH ANGLE POHIT ON BAID GOLAIDARY BEING THE <u>POINT OF BEORHANG.</u>

THENCE CONTRUMO ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES AND DISTANCES.

THENCE N 89"24"22" WA DISTANCE OF 102,50 FEET TO A POHIT.

THENCE HI0"3641" EIA DISTANÇE OF 1.98 FEET TO A PONCE OF CURVATURE.

THENCE A DISTANCE OF EAS FEET ALONG THE ANC OF A 15.00 FOUT NADUS CURVE NIGHT, SAID CURVE HANNO A CHITINAL ANGLE OF 211-1118 AND A LONG CHORD REARING IN 11-12/20 E A DISTANCE OF 5.20 REET TO A POINT OF THICKENCY:

THENCE N 21'47'59' E A DISTANCE OF 37.38 FEET TO A POINT OF CURVATURE.

THÈNE A ABITANE OF 10 DE FEET ALONG THE ARC OF A 61 DE POOT RADAB CURVE LEFT, SAUD CHRUE HAVING A CENTRAL ANGE OF 211111 AND A LONG CHRUD BEARING H 11172OF E A DISTANCE OF 18 DI LEFT TO A POINT OF TAMORROY;

THENCE NOTICE A DISTANCE OF 18 18 FEET TO A POINT.

THENCE N 88"23"19" W A DISTANCE OF 18,50 FEET TO A POINT. THENCE 9 0'30'41" WA DISTANCE OF 2 BO FEET TO A POBIT, THENCE RESTORY WADISTANCE OF SECT FEET TO A PORT.

THENCE HICTORIZE EADISTANCE OF 238.63 FEET TO A POINT.

THENCE N 831581581 WA INSTANCE OF 25.38 FEET TO A POINT,

THENCE HIBBT 103" WIA DISTANCE OF 29.19 FEET 10 A POURT,

THENCE LEAVING SAID SUBDIVISION BOUNDARY AND ALONG SAID RIGHT-OF-WAY § 88"3550" E.A. DISTANCE, OF 380-28 FEET TO A POONT.

THENCE MITSAZZIE A DISTANCE OF 133 KG FEET TO A POINT ON THE BUSTHERLY BOUNDARY OF THE LINDIN PACIFIC PALLROAD RIGHT-OF-MAY.

THENCE LEAVING SAID ROHT-DE-MAY 8 0"3841" WA DISTANCE OF 448 69 FEET TO THE POINT OF REGINAMS

THIS PARCEL CONTAINS 2.01 ACRES MORE OR LESS.

ALL THE LOTS IN THE SUBDINISON WILL BE ELICIBLE TO RECENC WATER BERNKE FROM THE CITY OF MERCINAL THE CITY OF WERECAN HAS ASREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDINISON

THE PRIVATE ROAD, POBLIC UTLATY, IRRUCATION AND DROADINGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE FORLIG. BY THE ROAD OF AACSESS TO AND USE OF THESE EASEMENTS IS HERRICA RESERVED FOR PUBLIC UTLATES, TONANCE, AND FOR ANY OTHER USES AS MAY BE EXECUATED HEREEN AND NO PERMANDEN STRUCTURES OTHER THAN FON SAID USES ANE TO BE EXECUED WITHIN THE LIMITS OF SAID LOSSEMENTS.

In withess whereof we have hereiand set our hand this  $Z^{\mu}$  day of  $Z^{\mu}$  as  $Z^{\mu}$ .

HENSLEY PROPERTIES, LLC, AN IDAHO LIMITED LIABLITY COMPANY

### **ACKNOWLEDGMENT**

STATE OF IDAHO } 8.8.

N WITHERS WHERGYE I HAVE HERGINTO SET MY HAND AND AFFOCD MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FRIST ABOVE WRITTEN



WY COMMISSION EXPRESS July 23 202 NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

I, CURTONIN, HANSEN, DO PERBEY CERTEY THAT I ANA A LICENSED PROFESSIONAL LAND GURNEFOOR IN THE STATE OF GOAD, AND THIN THE PLAT, AN ESCORIBED IN THE "CERTIFICATE OF OWNERS WAS DEAVINFROM THE PELLI METER OF A BLAYER VALCE ON THE GROUND VISION AND ACCESSAGE SAFFOREIGN AND ACCESSAGE TO PREMISSION THE POWER STATED THEREON, AND IS IN COMPONENT WITH THE STATE OF DAMP CODE. PERATHRA TO PLATS AND SURPETS.





SHEET 2 OF 3

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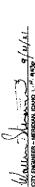
### APPROVAL OF CITY COUNCIL

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## APPROVAL OF THE CITY ENGINEER

, THE UNDERSIGNED, CITY EMEMBER IN AND FOR THE CITY OF MERIDIAN, ADA COURTY, DANO, HEREBY APPROVE THIS PLAT.



# APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FORESOIND PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COMMIY HIGHWAY DISTRICT COMMISSIONERS ON THE  $\overline{11}$  DAY OF  $\overline{1}_{AAAX}$   $\overline{2}$   $\overline{3}$ 



LENY CALLES IN

CERTIFICATE OF THE COUNTY SURVEYOR

I. THE LAGGESIGHED, PROFESSIONAL DAID SURVEYOR FOR JAK COUNT, LOWO, HEREY CERTIFY THAT!

II. THE LAGGESIGHED, PROFESSIONAL DAID SURVEYOR FOR JAK COUNTY, LOWO, HEREY CERTIFIED TO PLATS AND SURVEYS.



# CERTIFICATE OF THE COUNTY TREASURER

I THE UNCERSONED, COUNTY TREASURER MAND FOR THE COUNTY OF ADA, STATE OF 1DAKO, PER THE REQUEREMENTS OF I.C. &S.150. ON PERESTY CERTEY THAT ANY AND ALL CHRREAT AND ON DELINOURING COUNTY PROPERTY TAXES FOR THE PROPERTY WICLINGED IN THIS SUBDIVISION HAVE REEN PAID IN FUSI. THIS CERTIFICATION IS VALID FOR THE NEXT THRETY (SI) DAYS ONLY





## CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 2021 - 143653 STATE OF IDAND 3.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF

COUNTY IN BOOK 124 OF PLATS AT TWOES 1805 T - 1706 O LAKD SOLUTIONS, P.C., AT 25 MINUTES PAST 2 O'CLOCK P. M. CH. THIS 4d DAY OF CEALLINE

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Lain dXo lutiforns
Land Surveying and Consulting

231 & GTH ST., STE. A MERIDAN, 10 83N-2 (208) 288-2040 fax (258) 298-2567 www.iandschifforn.bit

SHEET 3 OF 3

### **EXHIBIT C**LEGAL DESCRIPTION OF THE COMMON LOTS

Lots 52 and 57, Block 1, Hensley Station Subdivision No. 2, according to the official plat thereof, filed in Book 121 of Plats at Pages 19058 through 19060, Records of Ada County, Idaho.