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ACCOMMODATION

**FIRST AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HENSLEY STATION SUBDIVISION**

(TOWNHOME RESIDENCES)

ADA COUNTY, IDAHO INSTRUMENT NUMBER 2021-082446

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**FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HENSLEY STATION SUBDIVISION**

(Townhome Residences)

This First Amendment and Supplement to the Declaration Of Covenants, Conditions And Restrictions For Hensley Station Subdivision (this "First Amendment") is made this 30th day of September, 2021, by Hensley Properties, LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: AMENDMENT AND AUTHORITY

Section 1. Amendment To Declaration. This First Amendment is an amendment to 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 ("Declaration").

Section 2. Proper Authority to Amend. Pursuant to Article XI, Section 3 of the Declaration, the Declaration may be amended "by an instrument signed by Declarant (assuming Declarant owns one or more Lots) and the consent of two-thirds (2/3) of the Class A Members." Declarant is the original "Declarant" under the Declaration and, at the time of recording this First Amendment, owns all the Lots within the Hensley Station Subdivision. There are no Class A Members. Accordingly, Declarant has the proper authority to amend the Declaration as provided herein.

Section 3. Definitions. All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Declaration.

Section 4. Declaration In Full Force and Effect. As amended hereby, all terms and Restrictions of the Declaration shall remain in full force and effect.

ARTICLE II: SPECIFIC AMENDMENT

Section 1. Dwelling Unit Leasing Activities. Article IV, Section 6 of the Declaration is hereby amended and restated in its entirety to read as follows:

In order to develop and maintain leasing activity oversight through-out the Property, all Owners are required to supply the Association (and/or any property management company hired by the Association) all leasing activity information requested by either Party, including, without limitation, the names and contact information for all leasing Occupants and the terms of all leases.

All Owners leasing their Dwelling Units shall be responsible for making all Occupants aware of, and abide by, all of the terms and Restrictions contained herein, including, without limitation, a covenant in each lease whereby the leasing Occupants agree and acknowledge that they have received copies of the Declaration, any supplements thereto, and any rules or regulations adopted by the Board, and that they will abide by all terms and Restrictions contained therein.

Each Owner, by accepting a deed to any portion of the Property, agrees to abide by this Section and to execute, acknowledge and deliver to the Association (and/or any property management company hired by the Association) such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the intent of this Section.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term. The terms and Restrictions of this First Amendment shall run with and bind the land for as long as the Declaration runs with and binds the Property.

Section 2. Duration and Applicability to Successors. The terms and Restrictions set forth in this First Amendment shall run with the land and shall inure to the benefit of and be binding upon the Declarant, Association and all Owners, and their successors in interest.

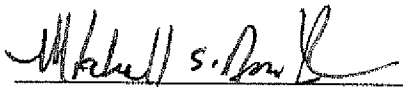
Section 3. Governing Law. This First Amendment shall be construed and interpreted in accordance with the laws of the State of Idaho.

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

Declarant:

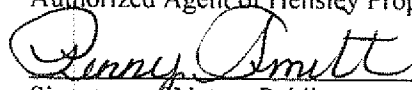
Hensley Properties, LLC,
an Idaho limited liability company

By:


Mitchell S. Armuth, Authorized Agent

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on September 30, 2021, by Mitchell S. Armuth as an Authorized Agent of Hensley Properties, LLC.


Signature of Notary Public

My commission expires: 2-16-2025

