

**SECOND SUPPLEMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
PINE 43 IRRIGATION WATER SUPPLY SYSTEM AND NOTICE OF
ANNEXATION**

This Second Supplement to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pine 43 Irrigation Water Supply System and Notice of Annexation (this "Supplement") is made on the date hereinafter set forth, by C&O Development, Inc., an Idaho corporation ("Declarant") and TQ Flagstone, LLC, a limited liability company ("Owner").

WHEREAS, Declarant has heretofore filed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pine 43 Irrigation Water Supply System (hereinafter the "Declaration"), which Declaration was recorded on October 21, 2019 as Instrument No. 2019-102965, records of Ada County, Idaho; and

WHEREAS, the Declaration provided Declarant with the right to make any other real property subject to the Declaration by recording a notice of annexation or supplemental declaration describing the real property to be added to the Irrigation Water Supply System;

WHEREAS, Owner is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as the "Supplement Property", more particularly described in Exhibit A attached hereto; and

WHEREAS, Declarant and Owner desire to add the Supplement Property to the Irrigation Water Supply System and make the said property subject to the Declaration as heretofore amended and supplemented.

NOW, THEREFORE, Declarant and Owner hereby declare that the Supplement Property shall be held, sold, conveyed and subject to the Declaration as heretofore amended and supplemented, which Declaration, as heretofore amended and supplemented, is hereby incorporated by reference as if fully set forth herein except in so far as the covenants, conditions and restrictions of the Declaration are hereinafter supplemented or modified. Any capitalized terms used in this Supplement shall have the same meanings as such terms are defined in the Declaration. In furtherance of the forgoing, the Declarant and Owner hereby state as follows:

1. The term "Properties" as used in the Declaration shall mean and refer to the real property described in Exhibit A attached hereto in addition to the real property described in the Declaration and any Supplements thereto heretofore recorded.

2. The Owner does hereby grant to the Association easements over, across and under the Supplement Property as are reasonably necessary for the installation, construction, operation, maintenance, repair and replacement of the Irrigation Water Supply System.

3. The Owner shall timely cause and permit all Irrigation Water appurtenant to the Supplement Property to be delivered to the Irrigation Water Supply System for distribution to the Properties as contemplated under the Declaration. Declarant and the Owner shall be obligated to cooperate with each other and the Association in the preparation, execution, delivery and recordation of any such further instruments, if any, as are necessary or advisable to fully effect the intent of this paragraph, including, without limitation any consents, authorizations, instruments or other documents requested or required by any irrigation district or other authority.

4. The Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on the Supplement Property from and beyond the stub provided by the Declarant and/or Association on or adjacent to the Supplement Property.

5. The Owner shall be a Class A Member of the Pine 43 Water Association, Inc., and shall be entitled to exercise such voting rights therein as are available to such Members and shall be obligated to pay to the Association all Assessments payable under the Declaration, except any initiation and transfer assessments, which shall remain the responsibility of each lot owner and/or purchaser to pay as provided in the Declaration.

6. The covenants, conditions and restrictions contained in this Supplement are in addition to those covenants, conditions and restrictions contained in the Declaration as heretofore amended and supplemented, except insofar as the covenants, conditions and restrictions of the Declaration are herein modified. It is specifically intended that all provisions of the Declaration, as heretofore amended and supplemented, not inconsistent herewith be by this reference incorporated herein as if set forth in full. The provisions set forth in this Supplement shall, however, control and prevail over any conflicting provisions contained in the Declaration.

End of Text. Signature page follows.

IN WITNESS WHEREOF, the Declarant and Owner have caused their names to be hereunto subscribed this 24 day of SEPTEMBER 2020.

DECLARANT:

C&O Development, Inc.

By: 
Dennis M. Baker, President

OWNER:

TQ Flagstone, LLC

By: 
Robert Quinn, its MANAGING MEMBER

EXHIBIT A

Legal Description of Supplement Property
(inserted behind this sheet)



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LARSON GROUP



GATEWAY MAPPING INC.

Pine 43

R-40 Zone

Boundary Description

Project Number 10-16-037 August 28, 2017

A parcel of land situated in the northwest quarter of Section 8, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the center quarter-section corner of Section 8, Township 3 North, Range 1 East, Boise Meridian, which bears S89°54'57"E, 2649.69 feet from the west quarter-section corner of Section 8; Thence N00°30'07"E, 441.99 feet along the east line of the northwest quarter to the POINT OF BEGINNING:

Thence N89°33'55"W, 799.13 feet;

Thence 35.56 feet on a curve to the right, having a radius of 200.00 feet, a central angle of 10°11'16", a chord bearing of N84°28'17"W, and a chord length of 35.52 feet;

Thence N79°22'39"W, 93.29 feet;

Thence 140.33 feet on a non-tangent curve to the left, concave westerly, having a radius of 500.00 feet, a central angle of 16°04'51", a chord bearing of N09°00'35"E, and a chord length of 139.87 feet;

Thence N00°58'10"E, 77.39 feet;

Thence 330.91 feet on a curve to the right, having a radius of 500.00 feet, a central angle of 37°55'11", a chord bearing of N19°55'45"E, and a chord length of 324.91 feet;

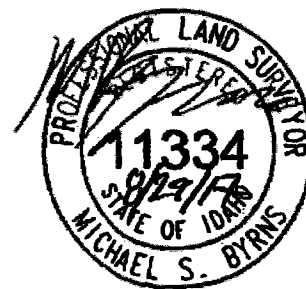
Thence 229.29 feet on a reverse curve to the left, having a radius of 400.00 feet, a central angle of 32°50'35", a chord bearing of N22°28'03"E, and a chord length of 226.6 feet;

Thence N06°02'46"E, 103.05 feet;

Thence 235.31 feet on a curve to the left, having a radius of 1000.00 feet, a central angle of 13°28'57", a chord bearing of N00°41'43"W, and a chord length of 234.77 feet;

Thence N07°26'11"W, 57.68 feet;

Thence 135.19 feet on a curve to the right, having a radius of 500.00 feet, a central angle of 15°29'30", a chord bearing of N00°18'34"E, and a chord length of 134.78 feet;





J-U-B ENGINEERS, INC.

R-40 Zone continued...

J-U-B COMPANIES



Thence N08°03'19"E, 286.26 feet;

Thence 147.32 feet on a curve to the left, having a radius of 500.00 feet, a central angle of 16°52'52", a chord bearing of N00°23'07"W, and a chord length of 146.78 feet;

Thence N08°49'33"W, 32.94 feet;

Thence S89°41'51"E, 492.01 feet to the boundary of Lot 1 of Pleasant Valley Subdivision (Book 12 of Plats at Page 665, records of Ada County, Idaho);

Thence S00°30'23"W, 685.09 feet along the boundary of Lot 1 of Pleasant Valley Subdivision to the southwest corner thereof;

Thence S89°59'03"E, 193.75 feet along the boundary of Lot 1 of Pleasant Valley Subdivision to the east line of the northwest quarter and the boundary of Treasure Valley Business Center – Phase 1 (Book 53 of Plats at Pages 4790 through 4792, records of Ada County, Idaho);

Thence S00°30'07"W, 1060.94 feet along the boundary of Treasure Valley Business Center – Phase 1, Gemtone Center no. 3 Subdivision (Book 78 of Plats at Pages 8310 and 8311, records of Ada County, Idaho), Gemtone Center No. 5 Subdivision (Book 90 of Plats at Pages 10575 and 10576, records of Ada County, Idaho), and the east line of the northwest quarter to the POINT OF BEGINNING.

The above-described parcel contains 27.48 acres, more or less.

