

Recording Requested By and
When Recorded Return to:

HAWLEY TROXELL ENNIS & HAWLEY LLP
P.O. Box 1617
Boise, Idaho 83701

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

This Third 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 March 27, 2023, by and between C&O Development, Inc., an Idaho corporation ("**Declarant**") and Cottonwood, LLC, an Idaho limited liability company ("**Owner**").

A. Declarant has filed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pine 43 Irrigation Water Supply System, recorded on October 21, 2019, as Instrument No. 2019-102965, official records of Ada County, Idaho, as the same may be amended and supplemented ("**Declaration**"). Any capitalized terms used in this Supplement shall have the same meanings as such terms are defined in the Declaration.

B. The Declaration provides 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; and

C. Owner is the owner of certain real property located in Ada County, State of Idaho, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Supplement Property**"). The term "**Properties**" as used in the Declaration means and refers collectively to the Supplement Property in addition to all real property described in and subject to the Declaration and any supplements or amendments thereto.

D. Declarant and Owner desire to add the Supplement Property to the Irrigation Water Supply System and make the said property subject to the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the foregoing recitals as true and correct, Declarant and Owner hereby agree and declare as follows:

1. The Supplement Property is annexed and made a part of the Properties and shall be held, sold, conveyed and subject to the Declaration, which Declaration 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 supplemented or modified by this Supplement.

2. The Owner grants to the Pine 43 Water Association, Inc. ("**Association**") an easement over, across and under the entirety of the Supplement Property as is 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 applicable authority.

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

5. The Owner shall be a Class A Member of the Association, deemed an Owner for purposes of the Declaration, 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 shall run with the land and shall inure to the benefit of and be enforceable by the Association and the legal Owner of any lot or parcel subject to the Declaration and their respective legal representatives, heirs, successors, and assigns. 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. 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.

IN WITNESS WHEREOF, the Declarant and Owner have caused their names to be hereunto subscribed as of the date first set forth above.

(Signature Pages Follow).

DECLARANT:

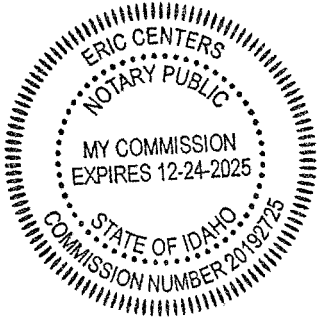
C&O Development, Inc.,
an Idaho corporation

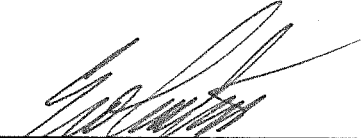
By: 
Name: Dennis M. Baker
Title: President

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of MARCH, 2023, before me,
ERIC CENTERS, a Notary Public in and for said State, personally
appeared Dennis Baker known or identified to me to be the President of C&O Development,
Inc., the corporation that executed the within instrument or the person who executed the
instrument on behalf of said corporation, and acknowledged to me that such corporation
executed the same.


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




Notary Public for Idaho
My commission expires 12-24-2025

OWNER:

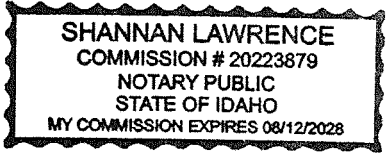
Cottonwood, LLC,
an Idaho limited liability company

By: 
Name: STEVE MARTINEZ
Title: MANAGER

STATE OF IDAHO)
) ss.
County of Ada)

On this 27 day of March, 2023, before me, Shannan Lawrence, a Notary Public in and for said State, personally appeared Steve Martinez known or identified to me to be the Manager of Cottonwood, LLC, the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Shannan Lawrence
Notary Public for Idaho
My commission expires 08/12/2028

EXHIBIT A

Legal Description of Supplement Property

(Inserted behind this sheet)



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

Parcel A Legal Description

BASIS OF BEARING for this description is N. 89°58'49" E., between a brass cap marking the northwest corner of Section 8 and an aluminum cap marking the N1/4 corner of Section 8, both in T. 3 N., R. 1 E., B.M., Ada County, Idaho.

A portion of Lot 6, Pleasant Valley Subdivision, recorded in Book 12 of Plats, Page 665, Ada County records, located in the NW1/4 of Section 8, T. 3 N., R. 1 E., B.M., Ada County, Idaho more particularly described as follows:

COMMENCING at a brass cap marking the northwest corner of Section 8;

Thence N. 89°58'49" E., coincident with the north line of the NW1/4 of said Section 8, a distance of 1491.57 feet;

Thence leaving said north line, S. 0°29'54" W., 51.89 feet to a 5/8" rebar "PLS 11574" on the west line of said Lot 6 and the **POINT OF BEGINNING**;

Thence S. 89°30'25" E., 100.04 feet to a 5/8" rebar "PLS 11574";

Thence S. 0°30'24" W., 378.68 feet to a 5/8" rebar "PLS 11574";

Thence S. 89°58'49" W., 99.99 feet to a 5/8" rebar "PLS 11574" on said west line of Lot 6;

Thence N. 0°29'54" E., coincident with said west line of Lot 6, a distance of 379.57 feet to the **POINT OF BEGINNING**.

The above described parcel contains 0.871 acres more or less.

